

# Rules of the contest

## '7suns Photo of the Month'

These Rules define the general terms and conditions of participation in the '7suns Photo of the Month' contest.

### Article 1. Definitions

The terms used in these Rules should be understood as follows:

1. Rules - this document specifying the terms and conditions of participation in the Contest
2. Contest - means the contest called 'Photo of the Month', organised by Nitora Sp. z o.o. within the territory of the European Union and Great Britain, according to the provisions of these Rules.
3. Nitora Sp. z o.o. means Nitora Spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in Bojano (84-207), ul. Wybickiego 66, NIP (tax identification number): 5882456531, REGON (business identification number): 385551434, entered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register: 0000828845 with a share capital of PLN 100,000.
4. Organiser - Nitora Sp. z o.o.
5. Participant - means a natural person, participating in the Contest, having an address for correspondence in the territory of the countries of the European Union and Great Britain and having the status of a consumer within the meaning of Article 22 <sup>(1)</sup> of the Polish Civil Code of 23 April 1964 (i.e. Journal of Laws 2019.1145, dated 19.06.19). A participant may be a natural person who meets all of the following criteria:

- is at least eighteen years of age,
- has full legal capacity,
- read the Rules and accepted them.

6. Prize - means a selected set of cosmetics (different for each edition of the contest) provided by Nitora to the selected Participant, in exchange for completing the Contest Task and providing personal data, in accordance with the provisions of the Rules.

7. Competition Task - means the task, the manner of implementation of which was specified in the Competition Post, consisting in the publication of the photo in the place designated by these Regulations.

8. Competition Post - a post published on the Organiser's social media and on its website, specifying the task.

## Article 2. General information

1. By organising the Contest, the Organiser hereby makes a public promise within the meaning of Art. 919 and 921 of the Polish Act of 23 April 1964. - Civil Code Journal of Laws 2019.1145, dated 19.06.19).
2. The Contest takes place within the territory of the European Union and Great Britain.
3. The competition is cyclical, held on a monthly basis and is carried out from 1 May 2021 until further notice. The duration of an edition of the competition and the Competition Task are announced each time in the Competition Post.
4. You can take part in the Contest only in person. It is not permitted to act through third parties and/or impersonate other persons, in particular by creating fictitious Facebook and/or Instagram accounts.
5. Participation in the Contest is voluntary and free of charge.
6. The organizer declares that the competition is not sponsored, endorsed, carried out by entities managing or owning the Facebook portal through which you can participate in the competition, or associated with them, and Facebook is not responsible to the participants in connection with the implementation of the competition

### Article 3. Rules of running the contest

1. In order to take part in the contest, the Participant should, within the period provided for in the contest, complete the Contest Task, described in the Contest Post and assigned to a given month. The completion of the Contest Task is understood as:

a) Posting a photo or photos by publishing them in a post directly on the 7suns Cosmetics brand's profile page on Facebook.com (comment under the brand's post).

or

b) Posting a photo or photos by publishing them on Instagram.com, with the tags indicated in the Contest Post for the selected edition of the contest

- The Contest photo cannot include products of cosmetic brands other than 7suncosmetics.
- Only the Participant submitting his / her participation in the Competition may be in the photo. It is unacceptable to publish photos of third parties, people under 18 years of age and animals.

2. The Contest Participant is obliged to:

- declare that he/she is familiar with the Rules and accepts them
- declare that he/she owns copyrights to all elements in the Contest Task photo, and that he/she grants a free, territorially and temporally unlimited license for the publication of the Contest Task to the extent specified in the Rules.

3. The Participant, by completing the Contest Task, declares that he/she is the creator of this Contest Task and all its elements, and that the Contest Task and all its elements do not violate any rights of third parties, and the Application and materials submitted by the Participant are free from any legal or physical defects.

4. Applications for the Contest should take place during the given edition of the Contest, as specified in the Contest Post.

5. Each participant may complete the Competition Task more than once in a given edition of the competition, however, one participant may obtain max. one prize in the competition edition. However, in one entry, only one photo can be placed under the contest post. In the event that two or more photos are included in one comment, only the first reply will be taken into account by the Commission.
6. The Participant is obliged to ensure that the Application and the materials provided in the Contest Task comply with applicable law, in particular with regard to infringement of personal rights and rights of third parties.
7. The Participant is not entitled to include personal data or image of third parties in the Application without the legally required consent or their consent, unless such consent is not required in accordance with the regulations. If the Participant publishes his/her own image, the Participant, by sending the Application, agrees to its dissemination to the extent specified in the Rules, in order to carry out the Contest.
8. The application may not contain profanity, offensive, immoral content, content contrary to the law, it may not contain advertising content about any entities, apart from content related to the brands Nitora, Maximus Solaria, 7suns Cosmetics or products of these brands, it may not infringe the rights of third parties and in particular: personal rights, copyrights, image, trademark rights, logos, industrial designs and other markings constituting intellectual property, may not violate the requirements of the competition and the regulations of Facebook / Instagram, may not contain any links to websites or profiles other Facebook and Instagram users. In the event of a breach of any of the above provisions, the Organizer has the right to exclude the entry from the Competition or deprive the Participant of the right to a prize in the Competition.
9. The Organizer reserves the right to exclude from the participation in the competition applications of Participants who take part in the competition via several profiles on Facebook or Instagram, applications of Participants who take part in the competition using the profile on Facebook / Instagram in which

they were a fictitious e-mail address or a false name or surname of a given person, reports of participants who provided false personal data.

10. If the Participant removes his comment prior to the announcement of the competition results, the Participant shall be deemed to have resigned from the competition.

#### Article 4. Awarding of prizes

1. From among the Participants' applications that meet the requirements of these Regulations, sent by participants during the Competition edition, the Committee will select up to 3 participants whose Competition Tasks have been assessed by the Committee as the best, most creative and original, hereinafter referred to as "Winners".
2. The results of the Competition will be announced on the Facebook social network on the profile on which the Competition Task was published, on the day marked in the Competition Post. Up to three Winners will be mentioned in the information about the announcement of the Competition results, while the winning photos will be published in the graphic illustrating the post.

#### Article 5. Prizes

1. For each edition of the Contest, the Organiser provides a total of 3 (in words: three) Prizes, of which 1 (in words: one) is the first-level prizeworthy approximately PLN 300 (hereinafter the 'First Level Prize'), and 2 are the second-level prizes worth approximately PLN 150 each one (hereinafter jointly: 'Second Level Prizes' or separately 'Second Level Prize').
2. Each Participant may be awarded only once in a given edition of the competition.
3. The value of the prizes will be indicated each time in the Contest Post of a given edition of the contest.
4. The cost of shipping the prize within the European Union and Great Britain is covered by Nitro Sp. z o. o
5. The right to the prize cannot be transferred to third parties. It is not possible to receive the cash equivalent of the prize.

## Article 6. Announcement of the results, issuing of the prizes

1. The winner shall be informed about his/her victory by publication of a post with information about the results of the Contest on the 7suns Cosmetics brand profile on Facebook.com and Instagram.com.
2. The Winner shall, within 14 days of the above notification, be obliged to provide the Organiser with the data enabling the issuance of the Prize (his/her name, surname and delivery address) - this information shall be provided in an email sent to contest@7suncosmetics.com.
3. After obtaining the delivery address from the Winner, Nitora will send the Prize to the Participant's address indicated in the email within the next 10 days.
4. The prizes will be sent to the address provided by the Contest Winner by courier.

## Article 7. Responsibility

1. The Organiser supervises the course of the Contest and the Participants' actions taken as part of the Contest.
2. Applications sent after the date specified in these Rules or violating the terms and conditions of the Rules will not participate in the Contest.
3. The Organiser may exclude a Participant from the Contest if:
  - The Participant's application does not comply with the Rules
  - The Contest task contains vulgar or offensive content, or violates moral values or generally applicable law
  - The Contest Task violates the rights of third parties
  - The Participant otherwise violates the Rules

## Article 8. Copyrights

1. By submitting the Application, the Participant declares that he/she has completed the Contest Task independently and that he/she is entitled to exclusive and unlimited proprietary copyrights and moral rights to the Contest Task.

2. An untrue statement as referred to in section 1 above shall be treated as a material breach of the Rules and shall result in the Participant's exclusion from the Contest.
3. The Participant, upon submitting the Application for the Contest and sending the Contest Task, grants the Organiser the permission to use the Contest Task and all its elements:
  - to the extent related to carrying out the Contest by: posting the Contest Task on the internet, including on 7suns Cosmetics' Facebook profile, in such a way that everyone can have access to it at a time and place of their own choosing,
  - in the event that the Contest Task is awarded in the Contest, in terms of:
    - entering into computer memory;
    - public presentations,
    - exhibiting, displaying,
    - disseminating and making available on the internet on any website,
    - use of the entirety and individual elements of the Contest Task for the purposes of creating any materials, including advertising materials, and using them as part of the materials, by recording and reproducing them using the techniques described in point i. above, as well as placing them on the market, renting, lending and making available to the public in such a way that everyone can have access to them at a place and time of their own choosing.
4. With the right to transfer the above rights to third parties. Notwithstanding the foregoing, the Participant, upon submission of the Application, agrees to make changes to the Contest Task and to use the modified versions of the Contest Task.
5. At the moment of submission of the Application, the Participant permits the use of the Contest Tasks to the extent specified in section 3 above, both with and without the name of the Contest Winner who submitted the Contest Task.
6. The authorisation specified in the preceding sections is irrevocable, non-exclusive, free of charge and without quantitative or territorial restrictions.

The permit is granted for a fixed period of 5 years, and then transforms into a permit granted for an indefinite period.

7. The Participant shall bear responsibility in accordance with applicable law if the publication and use of the Contest Task submitted by the Participant to the extent specified in the Rules shall result in a violation of applicable law and the rights of third parties, including copyright or image rights.

#### Article 9. Personal data

1. The personal data of the Contest Participants are protected in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/WE (hereinafter 'GDPR').
2. The controller of personal data is the Organiser, who can be contacted by traditional mail at the address indicated in Article 1 of the Rules or by an email sent to the address [conest@7suncosmetics.com](mailto:conest@7suncosmetics.com)
3. The personal data of the Participants will be processed only for the purpose of carrying out the Contest, selecting the Contest winners, delivering the Contest prizes, defending or seeking possible claims.
4. Participants' data will be processed for a maximum of 6 years and no longer than it is necessary to implement the legitimate interest of the Organiser - including the period of the statute of limitations for any potential claims.
5. The Participants, on the terms set out in the GDPR, has the right to access their data and correct them, limit their processing, and request their removal. Insofar as the data is processed on the basis of the Organiser's legitimate interest, the Participant may object on the grounds of his/her justified situation.
6. The Participant has the right to submit a complaint to the President of the Personal Data Protection Office regarding the processing of his/her personal data. The Organiser of the Contest may transfer the data of selected participants to the Funder for the purpose of selecting, awarding and delivering prizes, and to entities involved in the delivery of the awarded prizes.



The data of the Contest Winners will also be made available on the Facebook profile, but only in the scope of providing their name and surname.

7. The Participants' data will not be used to make automated decisions and will not be subject to profiling.
8. Providing personal data is voluntary, but necessary to participate in the Contest and receive the prize.

#### Article 10. Complaint procedure

1. Independently, and without prejudice to the Organiser's liability to the consumer and the consumer's rights in terms of filing and pursuing claims, as provided by generally applicable law, all complaints regarding the Contest can be submitted to the Organiser.
2. Complaints regarding the course of a given edition of the competition should be submitted from the date of announcing the edition of the Competition to the 14th day from the date of announcing its results.
3. In order to improve the reporting and handling process, the complaint may be submitted in writing to the Organiser's address (Nitora sp. z o.o. ul. Wybickiego 66 84-207 Bojano, Poland) with the annotation 'complaint' or via an email to the address [conest@7suncosmetics.com](mailto:conest@7suncosmetics.com) with the annotation 'complaint'.
4. The persons submitting the complaint should make their data visible in the complaint's content, so that it is possible to contact them in order to inform them about the result of the complaint procedure.
5. The organiser will respond to the complaint within 14 days from the date of its receipt. Failure to reply within the above-mentioned period means rejection of the complaint.

#### Article 11. Final provisions

1. The Rules are available at [www.7suncosmetics.com](http://www.7suncosmetics.com)
2. The Organiser declares that the Contest is not a game of chance, a raffle lottery, a pari-mutuel bet, a promotional lottery, the results of which depend on chance, or any other form of game provided for in the Gambling Act of 19 November 2009. (i.e. Journal of Laws 2019.847, i.e. of 08.05.2019).

3. The provisions of these Rules shall be governed by Polish law. In particular, the provisions of the Civil Code and the Act on Copyright and Related Rights shall apply in matters not regulated by the Rules.
4. Any disputes arising from the execution of obligations related to this Contest will be resolved by the competent common court.
5. The organizer reserves the right to change the Regulations for important reasons, such as:
  - change of the law or the Organiser's data
  - errors in the content of the Regulations,
  - hindered possibility (or lack thereof) of the proper conduct of the Competition due to the provisions of the Regulations, which turned out to be illegal, mutually exclusive or impossible to implement due to the existing situation.
6. In the cases mentioned in the above point, the amendment to the Regulations will be published on the social profile on Facebook, on which the Competition was announced. Participants who have made an application in accordance with the Regulations will be notified of the change via Facebook. The new content of the regulations will apply to the Participants after 3 days from the publication of the information.
7. The participant may at any time resign from further participation in the Competition by deleting his application until the competition results are announced. After this date, the Participant may resign by submitting a relevant declaration to the Organizer.
8. The Rules enter into force on 1 May 2021.