

Competition Rules – “Show us your UTP in action and win EUR 250!”

1. DEFINITIONS

The terms and expressions used in these Rules shall have the meanings set out below:

Fanpage – means the private group named “Helikon-Tex – Journey To Perfection”, run by Entire M sp. z o.o. on the Facebook® Service.

Competition – means the competition organized by the Organizer for the period and under the conditions specified in these Rules.

Organizer – means Entire M sp. z o.o., with its registered office in Wrocław, 54-115, Al. Architektów 7.

Rules – means these Competition Rules binding for the Organizer and the Competition Participants, defining the principles and conditions of the Competition.

Facebook® Service – means the website available at: www.facebook.com, including the official Helikon-Tex® brand account available there;

Instagram® Service – means the website available at: www.instagram.com, including the official Helikon-Tex® brand account available there; hereinafter jointly referred to as the Services.

Participant – means a member of the Fanpage or a user of the Services who has entered the Competition and meets the eligibility conditions described in these Rules.

Competition Task – means taking a photo or a short video by the Participant, with Helikon-Tex® UTP Pants as the main theme (optionally with a description), and publishing this content on the Fanpage or in one of the Services, whereby:

for Facebook, the Participant must publish the photo or video in a comment under the competition graphic, adding the hashtag #UTPanniversary,

for Instagram, the Participant publishes a post with the photo or video on their profile, tagging the brand profile @HelikonTex and using the hashtag #UTPanniversary in the caption.

Winner – means the Participant whose Competition Task is selected by the Organizer.

Prize – means a voucher for the Organizer’s online store (www.helikon-tex.com) worth PLN 1000 or EUR 250, as described in the competition post on the Fanpage or in the Services, to be granted to the Winner free of charge. **The Prize may only be used by making purchases in the Organizer’s online store with a value higher than the voucher amount.**

2. GENERAL PROVISIONS

2.1. The Organizer is the promisor of the prize within the meaning of Article 919 of the Polish Civil Code.

2.2. These Rules are available on the Helikon-Tex® brand website at www.helikon-tex.com and at the Organizer's registered office.

2.3. By entering the Competition through completing the Competition Task, the Participant accepts the provisions of these Rules and consents to the processing of personal data provided in the Competition.

2.4. The Organizer declares that the Competition is in no way sponsored, endorsed, administered by, or associated with the Services. Any questions, comments, complaints and claims regarding the Competition should be addressed to the Organizer, and under no circumstances to the owner or administrator of the Services. Any personal data and information submitted by Participants in the Competition is provided to the Organizer, not to the owner or administrator of the Services.

2.5. The Competition is not a game of chance within the meaning of the Act of 19 November 2009 on Gambling (Journal of Laws 2009, No. 201, item 1540 as amended) and is not subject to the requirements set out therein.

3. SUBJECT AND DURATION OF THE COMPETITION

3.1. The subject of the Competition is the completion of the Competition Task by the Participant and posting it via the Fanpage or in the Services during the Competition Period.

3.2. The Competition begins on the date the competition post is published and lasts until the end of the day indicated therein.

3.3. Participants may enter the Competition at any time during its duration.

4. CONDITIONS OF PARTICIPATION AND ENTRY SUBMISSION

4.1. Participation in the Competition is voluntary and free of charge.

4.2. The right to participate in the Competition is granted to persons who meet the participation conditions specified in these Rules and are not excluded from participation under these Rules.

4.3. A natural person may participate in the Competition provided that they meet all of the following conditions:

a) have full legal capacity or limited legal capacity and have obtained the consent of a parent or legal guardian (statutory representative) to participate in the Competition under the terms set out in these Rules;

b) have a non-fictitious individual user account (i.e. containing the Participant's real data) in the Services;

c) have read and accepted these Rules;

d) have published during the Competition Period an original Competition Task created by them;

e) have consented to the processing of personal data provided in the Competition for purposes related to the Competition and for notification about the granting and delivery of the Prize in accordance with section 7.1 of these Rules.

4.4. The following persons may not participate in the Competition: employees and members of the Organizer's management bodies, persons cooperating with these entities, as well as close relatives of such persons, i.e. spouses, descendants, ascendants, siblings, relatives by marriage, and persons in an adoption relationship.

5. COMPETITION PROCEDURE

5.1. Competition Tasks may not contain vulgar, insulting, obscene, discriminatory content, content offending religious feelings, or any content otherwise contrary to law or principles of social coexistence, nor contain reserved names or trademarks other than the names and marks of Helikon-Tex® brand products/objects. Competition entries may not infringe any rights, in particular copyrights and personal rights of third parties. In particular, the Participant guarantees that they have obtained permission to use the likeness of natural persons, if such persons appear in the photo or video constituting the Competition Task.

5.2. Competition Tasks must constitute an original work created by the Participant. In particular, they may not constitute works of others, their copies or adaptations. If the Participant uses support from artificial intelligence, the Participant is required to mention this.

5.3. By publishing the Competition Task, the Participant confirms that they are its author and that they hold unlimited moral and economic copyrights to it.

5.4. Competition Tasks that do not meet the requirements set out in sections 5.1–5.3 of these Rules will be hidden or removed by the Organizer and will not be considered in the Competition.

5.5. After the Competition ends, the Organizer will select the Winners – authors of the most interesting and creative photos or videos.

5.6. Winners will be selected and announced on the Fanpage and in the Services within 7 days from the Competition end date indicated in the competition post.

5.7. The publication referred to in section 5.6 shall include the usernames (logins) of the Services users as the Winners of the Competition.

5.8. Competition Winners grant the Organizer authorization to use their Competition Tasks for marketing and promotional purposes, including on the Organizer's website, across all social media channels operated by the Organizer, as well as for public presentation at trade fairs or other events.

6. PRIZES

6.1. The Competition provides exactly the number and type of prizes indicated in the competition post.

6.2. The Prize is exempt from income tax pursuant to Article 21(1)(68) of the Polish Personal Income Tax Act.

6.3. The Organizer reserves the right to increase the prize pool during the Competition at its sole discretion.

7. PRIZE DELIVERY

7.1. Within 7 (seven) days from the date the Organizer announces the list of Winners, Winners are required to send a private message to the Organizer via one of the Services with the data necessary to deliver the Prize, as requested by the Organizer in the message, in particular: first name and last name, and in the case of persons without full legal capacity – confirmation of the statutory representative's consent to participate in the Competition and receive the Prize. Failure to meet this deadline, providing an incorrect address, incorrect or incomplete data, or any other issue making Prize delivery impossible may result in loss of the right to the Prize, which shall then remain at the exclusive disposal of the Organizer.

7.2. In order to clarify any doubts related to participation in the Competition, the Organizer may contact the Participant using the data provided by them (e.g. by email correspondence) and may request detailed information related to participation, including submitting a statement in a specified form and content, and providing relevant documents within a time limit specified each time, if necessary to achieve the purpose of the Competition. Refusal by the Participant or failure to comply with such request is equivalent to not meeting the requirements of these Rules and may result in exclusion from the Competition at any stage, including after its completion, along with loss of the right to the awarded Prize.

7.3. Prizes will be delivered to Winners by the Organizer to the email address provided by the Winner. The Prize will be delivered within up to 14 days from the Competition end date.

7.4. Winners are not entitled to demand specific properties of the Prize, exchange the Prize for another one, or receive its cash equivalent.

8. PERSONAL DATA AND PROCESSING

8.1. By entering the Competition, the Participant consents to the processing by the Organizer, as the personal data controller, of the Participant's personal data in the form of their username (login) in one of the Services for purposes related to conducting the Competition, selecting Winners, awarding and delivering the Prize, and handling potential complaints. The Organizer may also process other personal data of the Winners referred to in section 7.1 for the purposes specified therein.

8.2. Personal data of Competition Participants will be processed in accordance with the provisions of the Act of 29 August 1997 on Personal Data Protection (consolidated text: Journal of Laws 2002, No. 101, item 926 as amended) and the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws No. 144, item 1204 as amended), as well as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) 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, for the purposes of conducting the Competition, delivering and fulfilling the Prizes, and publishing the list of Winners.

8.3. Since the processing of the Participant's personal data is necessary for the execution of the Competition, if the Participant objects to the processing of their personal data during the Competition, such Participant will be excluded from the Competition and will also lose the right to receive any Prize.

9. COMPLAINTS

9.1. Complaints regarding the Competition may be submitted by Participants via email to marketing@helikon-tex.com during the Competition Period, but no later than within 14 (fourteen) days from the date of announcement of the last Winners.

9.3. Complaints submitted after the deadline will not be considered.

9.4. Complaints should indicate the complainant's data (first name, last name, email address, correspondence address), enabling a response to the complaint, and include a brief description of the subject and grounds of the complaint, as well as the requested remedy.

9.5. Properly submitted complaints will be considered no later than within 14 (fourteen) days from the date of receipt. The complainant will be notified of the outcome by email.

9.6. The Organizer's decision regarding the complaint is final, without prejudice to the Participant's right to pursue any claims in court.

10. LIABILITY

10.1. In the event of technical issues in the functioning of the Services, access to the Competition may be temporarily suspended.

10.2. Proper functioning of the online platform used for conducting the Competition may depend on the Participant's computer hardware, software, internet connection parameters, and internet traffic volume in the network or in the Services.

10.3. Each Participant is required to take part in the Competition personally and only using one own registered user account in one of the Services. If a Participant violates these provisions, they may be excluded, their Competition entries will not be considered, and they will lose the right to receive any Prize.

10.4. The Participant shall be liable for infringement of third-party rights, in particular economic copyrights related to the Competition Task, under applicable laws.

10.5. Violation of any provision of these Rules by the Participant results in exclusion from the Competition. The Organizer shall decide in such case. In particular, a violation includes culpable submission of false or incorrect personal data, as well as violation of applicable laws related to participation in the Competition.

10.6. Participants found to interfere with the online platform used for conducting the Competition or to act unlawfully, contrary to principles of social coexistence or contrary to these Rules, may be excluded by the Organizer or may lose the right to the Prize.

11. FINAL PROVISIONS

11.1. The Organizer reserves the right to amend these Rules, provided that such amendment does not worsen the conditions of participation. The amendment comes into force upon publication. In the event of an amendment, relevant information will be published on the Fanpage and in the Services.

11.2. The Organizer reserves the right to verify at any stage whether Participants meet the conditions specified in these Rules.

11.3. Any disputes arising in connection with the performance of obligations resulting from the Competition shall be resolved by the court of general jurisdiction in Poland having subject-matter and territorial jurisdiction.

11.4. Matters not regulated by these Rules shall be governed by Polish law, in particular the Polish Civil Code.

