<COMPETITION: WIN TRACK DAY WITH MONSTER>

PromotionName: Win track day with Monster, Type: contest, Startdate: 17/4/2024, Enddate: 25/5/2024

<CHANGES TO REGULATIONS>

The organizer is introducing the following changes:

Changes to the regulations enter into force on May 26, 2024

I.Before the change:

- a. The competition lasts from April 17, 2024 to May 25, 2024 in Poland.
- b. Meetings of the Competition Committee will be held from May 27, 2024 to May 31, 2024.
- c. The prize will be sent to the Winner at the address provided during verification via e-mail no later than on 28.06.2024 year.
- d. Complaints are considered by the Commission. Complaints submitted by June 28, 2024 in writing to the following address: "Agencja Reklamowa Fortis" Sp. will be considered. Jawna, based in Warsaw 01-645 at ul. Jana Gawińskiego 7 or by e-mail to reklamacje@fortis.pl. The complaint must include: name, surname, exact address of the Competition Participant, reason for the complaint and its justification.

II. After the change:

- a. The competition lasts from April 17, 2024 to June 25, 2024 in Poland.
- b. Meetings of the Competition Committee will be held from July 1, 2024 to July 5, 2024.
- c. The prize will be sent to the Winner at the address provided during verification via e-mail no later than on 31.12.2024 year.
- d. Complaints are considered by the Commission. Complaints submitted by July 31, 2024 in writing to the following address: "Agencja Reklamowa Fortis" Sp. will be considered. Jawna, based in Warsaw 01-645 at ul. Jana Gawińskiego 7 or by e-mail to reklamacje@fortis.pl. The complaint must include: name, surname, exact address of the Competition Participant, reason for the complaint and its justification.

</CHANGES TO REGULATIONS>

<ORGANIZER AND DURATION OF THE COMPETITION>

- 1. General Provisions
- 1.1. The competition will be conducted under the name "Win Track Day with Monster" (hereinafter referred to as the "Competition").
- 1.2. The organizer of the Competition is "Agencja Reklamowa Fortis" Sp. Jawna, based in Warsaw at ul. Gawińskiego 7, entered into the Register of Entrepreneurs in the National Court Register kept by the District Court for the Capital City of Warsaw. Warsaw, KRS number 0000080471, NIP: 5240304216, ("Organizer").
- 1.3. The Organizer conducts the Competition on behalf of Coca-Cola HBC Polska sp. z o.o. based in Warsaw (02-092), ul. Żwirki i Wigury 16, entered into the National Court Register kept by the District Court in Warsaw, 13th Commercial Division of the National Court Register under KRS number: 0000015664, with a share capital of PLN 400,292,600.00, REGON: 012833736, NIP: 524-21-06 -963, BDO: 000035278, represented by a duly authorized representative, hereinafter referred to as ("CCHBC").
- 1.4. The founder of the prizes and the promise of prizes in the Competition within the meaning of Article 921 of the Act of April 23, 1964, Civil Code (uniform text: Journal of Laws of 2014, item 121, as amended, hereinafter also referred to as: "CC") is Monster Energy Europe Limited Spółka z ograniczoną odpowiedzialnością, Branch in Poland", C/o TMF Poland Sp. z o. o., Pl. Piłsudskiego 1, 00-078 Warszawa Poland ("Funder").
- 1.5. The competition will be held in Poland at the Circle K gas station network.
- 1.6. The competition lasts from 17.04.2024 do 25.06.2024 year in Poland.

- 1.7. The Competition Participant may be any adult natural person residing in Poland, making purchases in stores selling products covered by the Competition in Poland, who is a consumer within the meaning of Art. 22¹ of the Civil Code (hereinafter referred to as "Participant").
- 1.8. Participation in the competition is voluntary.
- 1.9. All Monster Energy products distributed by Coca-Cola Hellenic Poland in all flavors (hereinafter referred to as Competition products) currently available in stores of the Circle K gas station chain.
- 1.10. Employees of the Organizer, employees and agents of the Circle K gas station network, employees of other entities related to the organization and conduct of the Competition, as well as their spouses and direct relatives cannot participate in the Competition.
- 1.11. Purchase of competition Products before or after the deadline in accordance with point 6 above §1 does not entitle you to take part in the Competition.
- 1.12. The content of these regulations will be made available on the website during the competition period www.wygrajzMonster.pl

</ORGANIZER AND DURATION OF THE COMPETITION>

<CONDITIONS OF PARTICIPATION IN THE COMPETITION>

- 2. Conditions of participation in the competition
- 2.1. To take part in the Competition, you must, during the Competition period, in accordance with point 1.6:
- During the competition period, purchase any 2 Monster Competition Products currently on sale in the Circle K gas station chain stores;
- Register on the website www.wygrajzMonster.pl providing: name, surname, contact telephone number, receipt number and e-mail address and upload a photo of the receipt with the promotional purchase;
- Solve the competition task: Why do you deserve to go to Track Day with Monster? The response cannot be longer than 1200 characters including spaces and special characters.
- 2.2. Purchase of 2 Monster competition Products within the time limit in accordance with point 6 of 1 entitles you to submit only one notification. Each Participant may take part in the Competition by submitting an application with a correctly solved competition task any number of times, provided that the number of entries corresponds to the number of Monster drinks purchased in accordance with 2 point 1. If more than two Monster drinks are purchased, the Participant is entitled to submitting an appropriate number of responses in accordance with the principle that the purchase of at least two Monster competition products in accordance with point 1 of this paragraph entitles you to submit one entry.
- 2.3. Applications that do not meet the conditions listed in point 1 of this paragraph will not be accepted in the Competition.

<CONDITIONS OF PARTICIPATION IN THE COMPETITION>

<COMPETITION PRIZES AND RULES>

- 3. Awards and rules for awarding them
- 3.1. The Competition provides the following prizes:

1 main prize: Trip to a Track Day sports event with Monster (package for the winner with an accompanying person) worth PLN 18,000 gross and an additional prize of PLN 2,000 gross intended for tax payment Additional cash prizes that are part of the above-mentioned prizes will be used to pay the appropriate tax on the prize in the Competitions (Article 30(1)(2) of the Personal Income Tax Act

(Act of July 26, 1991; consolidated text, Journal of Laws of 2000, No. 14, item 176, as amended), the Organizer will deduct these amounts when issuing the prizes.

- 3.2. All correct competition entries submitted within the deadline specified in point 6 above §1 will compete for Prizes.
- 3.3. The best solution to the competition task will be awarded going to Track Day with Monster.
- 3.4. The best solutions to the competition tasks will be selected by the Competition Committee consisting of 3 people. Participation in the Competition Committee is honorary.
- 3.5. Meetings of the Competition Committee will be held from: 01/07/2024 to 05/07/2024.
- 3.6. In assessing the performance of the competition task by the Participants, the Competition Committee will apply the following criteria (to be selected by the Committee):
 - a. originality of task execution
 - b. ingenuity
 - c. vocabulary and style
- 3.7. The tasks of the Commission include:
 - a. ensuring that all correct entries participate in the competition,
 - b. settlement of the competition in accordance with the provisions of these regulations and the principles of full reliability of the activities carried out,
 - c. signing the list of competition winners who were entitled to the prize,
 - d. conducting complaint proceedings.
- 3.8. Verification of eligibility for the prize will be carried out as follows:
 - a. Within 3 days from the date of the committee meeting, the Competition Organizer will send an e-mail to the winner at the address provided in the application.
 - b. The participant will be notified by e-mail about the result of the competition and asked to confirm participation in the competition and provide his/her personal data necessary to issue the prize within 3 days of receiving the notification.
- 3.9. The participant loses the right to the prize when:
 - a. fails to fulfill any of the provisions of the Regulations on time; or
 - b. refuses to provide his/her data necessary to issue the prize;
- 3.10. The committee will prepare a report specifying the results of the Competition. The Competition Participant may read the protocol at his/her request at the Organizer's office.
- 3.11. The organizer is not responsible for any actions or omissions that occurred due to force majeure. Force majeure will be deemed to be any circumstances beyond the Parties' control, which the Parties could not have foreseen or the consequences which they could not have prevented while exercising due diligence. Manifestations of Force Majeure include, in particular, natural disasters, wars, revolutions, riots or sabotage, inaction or delays in action of the authorities, strikes and lockouts to the extent that they meet the above requirements. Actions taken to prevent and combat infectious diseases in humans are also manifestations of Force Majeure.

The Parties will not be liable to each other or found in breach of the provisions of the Agreement in connection with failure to fulfill their obligations or delay in fulfilling them, if such failure or delay is the result of Force Majeure.

<RECEIVING THE PRIZE>

- 4. Issuance of awards
- 4.1. The prize will be sent to the Winner at the address provided during verification via e-mail no later than on 31.12.2024 year.
- 4.2. Prizes cannot be exchanged for cash or another product.

</RECEIVING THE PRIZE>

<PERSONAL DATA PROTECTION>

- 5. Personal data protection
- 5.1. In order to properly implement the Competition called "Win Track Day with Monster" it is necessary to process the Participants' personal data (hereinafter referred to as "Personal Data").
- 5.2. CCHBC and the Organizer are joint controllers of Personal Data collected for the proper implementation of the Competition, who jointly decide on the purposes and means of their processing. Due to the above, CCHBC and the Organizer have concluded an agreement on the co-administration of Personal Data, in which each of them undertakes to make every effort to ensure that the processing of personal data carried out as part of the Competition takes place in accordance with the provisions of EU Regulation 2016/679 of April 27, 2016 (General Data Protection Regulation), hereinafter referred to as "GDPR". The agreement specifies the appropriate scope of responsibilities of CCHBC and the Organizer regarding the fulfillment of obligations arising from the GDPR, and its main content is available by contacting the joint controllers in the manner described in § 5 section 13 of the Regulations.
- 5.3. CCHBC and the Organizer have appointed Data Protection Officers (DPOs) in their organizations, who can be contacted using the contact details provided below:
 - a) kontakt do IOD Organizer: IOD@fortis.pl
 - b) contact for the CCHBC IOD: DataProtectionOffice@cchellenic.com.
- 5.4. Participants' Personal Data will be processed for purposes related to the legitimate interests of the Organizer and CCHBC (legal basis: Article 6(1)(f) of the GDPR), such as:
 - a) organization of the Competition, in particular accepting and verifying Participants' applications, determining the Competition winners, issuing prizes and considering any complaints and demands of Participants related to the Competition,
 - b) evidentiary purposes for defense purposes in matters relating to claims related to the Competition, including claims arising from the provisions of the Act of February 4, 1994 on copyright and related rights.
- 5.5. The winners' Personal Data will also be processed by the Organizer in order to fulfill tax obligations in terms of deducting and paying the appropriate tax on the prize in the Competition (legal basis: Article 6(1)(c) of the GDPR).
- 5.6. Personal Data will not be used for automated decision-making, including profiling.
- 5.7. Providing Personal Data by Participants is voluntary, but necessary to participate in the Competition (failure to provide data due to organizational issues results in the inability to participate in the Competition).

- 5.8. Personal Data may be disclosed to authorized employees of the Organizer and to the Organizer's service providers entrusted with the processing of Personal Data under the contract in order to provide services to the Organizer, in particular IT service providers and companies providing consulting or archiving services.
- 5.9. In the event of complaints regarding the Competition and Participants' requests related to the processing of their personal data, authorized employees of CCHBC and service providers of this company, e.g. companies providing consulting services and IT solutions, may also have access to Personal Data. As CCHBC is a global company, in connection with the processing purposes set out above, access to Personal Data may be provided to service providers (companies of the same group of companies or third parties) from a country outside the European Economic Area (EEA), and the legal provisions in such country may provide standard lower than that applicable in the EEA. In one like this situation, CCHBC will ensure that appropriate safeguards are in place in relation to Personal Data available outside the EEA. Some countries outside the EEA, such as Canada and Switzerland, have been approved by the European Commission as providing broadly equivalent protection to data protection laws applicable in the EEA and therefore do not require additional legal safeguards. For countries that have not been approved in this way, such as Armenia, Belarus, Bosnia and Herzegovina, Macedonia, Moldova, Montenegro, Nigeria, Russia, Serbia, Ukraine, the transfer of Personal Data will be based on standard contractual clauses approved by the European Commission. which impose equivalent data protection obligations directly on the recipient, unless applicable data protection law allows the transfer to take place without such formalities. In order to obtain access to information about the safeguards used in the case of data transfer outside the EEA, please submit an inquiry using the contact details indicated in § 5 section 13 of the Regulations.
- 5.10. In addition, Personal Data may be made available to postal operators, law firms, as well as to bodies authorized to receive them under the law (tax offices, customs and tax offices, etc.).
- 5.11. Access to Personal Data is always available only to those recipients for whom such access is justified due to the tasks performed and services provided. The Organizer and CCHBC ensure that their employees undergo appropriate training in the field of personal data protection by familiarizing them with internal data protection policies and procedures or dedicated training competitions. All persons authorized to process Personal Data are obliged to keep the data confidential and protect it against disclosure to unauthorized persons.
- 5.12. Participants' Personal Data will be stored for the period necessary to carry out the Competition and consider any claims related to the Competition. In the case of the winners' Personal Data processed in order to fulfill the obligations arising from tax regulations by the Organizer, this data will be processed for the period provided for by law regarding the storage of accounting and tax documentation in order to document the fulfillment of public law obligations. In a situation where the processing of Personal Data is necessary for evidentiary purposes in the event of possible claims by Participants or third parties, such data may be retained until the limitation period for these claims or the final conclusion of the proceedings in a given case.
- 5.13. The Participant may exercise the following rights towards the Organizer and CCHBC:
 - a) the right to request access to your Personal Data and obtain information on their processing, and if they are incorrect, you have the right to request their rectification (in accordance with Articles 15 and 16 of the GDPR),
 - c) the right to request restriction of the processing of his data in the situations and on the terms specified in Art. 18 GDPR (The Participant may request that the processing of his or her personal data be limited for the period of verification of their accuracy or until his or her objection to data processing is considered. This right also applies if the Participant believes that the processing of his or her data is unlawful, but he or she does not want the data has

been deleted immediately or if the data is needed longer than the assumed processing period due to the establishment or defense of claims),

d) the right to request deletion of data in accordance with Art. 17 GDPR ("right to be forgotten"),

and) the right to object at any time to the processing of his Personal Data for reasons related to his particular situation, if the data are processed by CCHBC or the Organizer as part of the implementation of their legitimate interests (in accordance with Article 21(1) of the GDPR).

- 5.14. Additionally, Participants have the right to lodge a complaint with the President of the Office for Personal Data Protection (address: ul. Stawki 2, 00-193 Warsaw) if they consider that the processing of their Personal Data violates the provisions of the GDPR.
- 5.15. CCHBC and the Organizer have agreed by agreement that within the Competition, the Organizer will act as the contact point for Participants whose Personal Data concern. In matters related to the processing of Personal Data collected for the purposes of the Competition and the exercise of rights of persons to whom these data concern, you can contact the Organizer by post to the following address: ul. Jana Gawińskiego 7, 01-645 Warszawa or by contacting the Data Protection Inspector appointed by the Organizer (contact to IOD: IOD@fortis.pl).

</PERSONAL DATA PROTECTION>

<RULES OF COMPLAINT PROCEDURE>

- 6. Rules of complaint procedure
- 6.1. Complaints are considered by the Commission. Complaints submitted by July 31, 2024 in writing to the following address: "Agencja Reklamowa Fortis" Sp. will be considered. Jawna, based in Warsaw 01-645 at ul. Jana Gawińskiego 7 or by e-mail to reklamacje@fortis.pl. The complaint must include: name, surname, exact address of the Competition Participant, reason for the complaint and its justification.
- 6.2. The complaint will be considered within 14 days from the date of its receipt.
- 6.3. Any disputes arising from the performance of obligations related to this Competition will be resolved by a competent common court.

</RULES OF COMPLAINT PROCEDURE>

<FINAL PROVISIONS>

- 7. FINAL PROVISIONS
- 7.1. The Participant is obliged to read these Regulations before entering the Competition.
- 7.2. The Competition Regulations will be available at the Organizer's office and on the website www.wygrajzMonster.pl
- 7.3. Prizes depicted in advertising materials may vary from the prizes awarded in the Competition. </FINAL PROVISIONS>

</COMPETITION: WIN TRACK DAY WITH MONSTER>