

## <COMPETITION: WIN TICKETS TO SUN FESTIVAL>

PromotionName: Win tickets to Sun festival, Type: contest, Startdate: 1/5/2024, Enddate: 30/6/2024

## <ORGANIZER AND DURATION OF THE COMPETITION>

### 1. General Provisions

1.1. The competition will be conducted under the name "Win tickets to SUN FESTIVAL" (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 competition is organized 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, KRS number: 0000015664, NIP: 524-21-06-963 ("CCHBC").

1.4. The competition will be held in stores in Poland

1.5. The competition lasts from 01.05.2024 do 30.06.2024 year.

1.6. 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. 22<sup>1</sup> of the Civil Code (hereinafter referred to as "Participant").

1.7. Participation in the competition is voluntary.

1.8. They take part in the Competition all Burn products distributed by Coca-Cola HBC Polska sp. z o.o. (hereinafter referred to as: Competition Products).

1.9. Employees of the Organizer, 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.

1.10. Purchase of Competition Products before 01.05.2024 or after the deadline June 30, 2024 does not entitle you to take part in the Competition.

1.11. The content of these regulations will be made available on the website during the competition period [www.uwolnijogien.pl](http://www.uwolnijogien.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 within the period from May 1, 2024 to June 30, 2024 r.:

- During the promotion period, make a one-time purchase of any Burn product currently available for sale.
- Register on the website [www.uwolnijogien.pl](http://www.uwolnijogien.pl) providing: name, surname, contact telephone number, e-mail address and proof of purchase number.

- Solve the competition problem – WITH What song do you associate Burn with? – the answer should contain a maximum of 300 characters.
- The answer should be sent in the application form to [www.uwolnijogien.pl](http://www.uwolnijogien.pl) • Keep your receipt with proof of purchase Competition products.

2.2. Purchase of one Burn competition product on time from 01/05/2024 to 30/06/2024 authorizes you to send only one entry. Each Participant may take part in the Competition by sending an application with a correctly solved competition task any number of times, provided that the number of submitted applications corresponds to the number of purchased Competition Products in accordance with 2.1. If more than one competition product is purchased on one receipt/invoice, the Participant is entitled to make an appropriate number of responses in accordance with the principle that the purchase of at least one Burn competition product in accordance with point 1 of this paragraph entitles one entry to be sent.

2.3. The content of the entry must be: a completely original work of the participant; may not contain vulgarity, offensive, obscene, racist content that violates generally recognized social norms, as well as content that is contrary to the law; may not contain advertising content relating to any entities, with the exception of advertising content relating to promotional products; may not violate the rights of third parties, in particular personal rights and copyrights; may not violate the provisions of the Regulations in any other way.

2.4. Applications that do not meet the conditions listed in points 1-3 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 includes prizes. The best submitted solutions to the competition task win:

3.2. 25 first-class awards in the form of double passes for the SUN Festival taking place on July 26-28, 2024 in Kołobrzeg, worth PLN 1,200 gross for the double pass and an additional prize of PLN 133 gross intended for payment of tax.

3.3. 5 2nd degree awards in the form of JBL CLIP 3 worth PLN 200 gross per unit and an additional prize of PLN 22 gross intended for tax payment.

3.4. 50 3rd degree awards in the form of BURN packs (12 pcs.) worth PLN 50 gross each and an additional prize of PLN 6 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.

3.5. All valid competition entries submitted from They will take part in the competition from May 1, 2023 to June 30, 2023.

3.6. Prizes The 1st degree will be awarded to the 25 best entries sent during the Competition.

- 3.7. Second-degree prizes will be awarded to the next 5 best solutions to the competition task.
- 3.8. Second-degree prizes will be awarded to the next 50 best solutions to the competition task.
- 3.9. 30 of the next best entries will be placed on the reserve list in the order of selection (according to the creativity of the task assessed by the Competition Committee).
- 3.10. 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.
- 3.11. Meetings of the Competition Committee will be held from: 03/07/2024 to 05/07/2024.
- 3.12. In assessing the performance of the competition task by the Participants, the Competition Committee will apply the following criteria:
- a. Originality and creativity in completing the task
  - b. ingenuity
  - c. style
  - d. Presence of the Burn brand in solving the task
- 3.13. The tasks of the Competition Committee 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.
- 3.14. 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 call the winner or send an SMS to the number provided in the application or e-mail.
  - b. The participant will be notified about the competition result by telephone, text message or e-mail 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.
  - c. In the case of telephone contact, the Organizer will make three attempts to call the Participant in one day from 9:00 a.m. to 5:00 p.m. An unsuccessful attempt to connect with the Participant is understood as: failure to answer the call for at least 5 rings, voicemail going off, inability to connect with the telephone user (e.g. being out of range, telephone set switched off).
  - d. The Organizer may require the Participant to send the original proof of promotional purchases (receipt or VAT invoice) in order to verify the winning entry in the Competition. The Organizer may present such a request during a telephone conversation with the Participant, specified in point b above. In such a case, the Participant is obliged to send a copy of the proof of purchase electronically within 3 days from the date of notification by the Organizer about the winnings to the following address: [promocje@fortis.pl](mailto:promocje@fortis.pl) with the note "Win tickets to SUN FESTIVAL".
  - e. If the Winner does not meet the conditions specified in point 14 b, c or d, the right to the prize will be verified for the participant who is next on the list. This participant will be notified of any winnings via SMS or telephone within 2 days from:
    - i. the day on which the last, third attempt to connect to the previously verified Participant failed,

f. Verification of reserve participants will follow the procedure specified in the above points until the right to a prize is granted or the reserve list ends.

3.15. The participant loses the right to the prize when:

- a. fails to fulfill any of the provisions of the Regulations on time; or
- b. fails to provide appropriate proof of purchase; or
- c. refuses to provide his/her data necessary to issue the prize; or
- d. the proof of purchase presented is counterfeit or damaged in a way that makes it impossible to read; or
- e. the proof of purchase presented will have a date later or earlier than the duration of the competition, or
- f. the proof of purchase presented will not contain the product included in the competition.

3.16. 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.

3.17. 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 control of the Organizer and CCHBC, which the Organizer and CCHBC could not predict or consequences which they could not prevent 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.

3.18. 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.

3.19. In the event of the impossibility of delivering the prize in the Competition due to force majeure, the Organizer may offer the Winner an equivalent of the prize.

</COMPETITION PRIZES AND RULES>

<RECEIVING THE PRIZE>

4. Issuance of awards

4.1. Prizes in the form of SUN Festival Passes will be delivered to the winners at the address provided during verification, by courier no later than 19.07.2024 year.

4.2. The remaining prizes - JBL Clip 3 and burn packs will be delivered to the winners at the address provided during verification, by courier no later than 30.07.2024 year.

4.3. 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 tickets to SUN FESTIVAL" 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 § 2 section 1 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 Organizera: [IOD@fortis.pl](mailto:IOD@fortis.pl)
- b) contact is the CCHBC IOD: [DataProtectionOffice@cchellenic.com](mailto: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.

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 requests from Participants 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 such a

situation, CCHBC will ensure that appropriate safeguards are applied 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 § 2 section 1 of the Regulations.

5.10. Moreover, 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 the deletion of data in accordance with Art. 17 GDPR ("right to be forgotten"),
- e) 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 a 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 the rights of persons to whom these data concern, you can contact the Organizer by writing to the following address: ul. Jana Gawińskiego 7, 01-645 Warszawa or by contacting the Data Protection Inspector appointed by the Organizer (contact to the IOD: IOD@fortis.pl ).

</PERSONAL DATA PROTECTION>

<RULES OF COMPLAINT PROCEDURE>

## 6 .Rules of Complaint procedure

6.1. Complaints are considered by the Competition Committee. Complaints submitted in writing and sent to the following address: "Agencja Reklamowa Fortis" Sp. will be considered. Jawna, based in Warsaw 01-645 at ul. Jana Gawińskiego 7. The complaint must include: name, surname, exact address of the Competition Participant, a copy of the proof of purchase and the reason for the complaint along with its justification.

6.2. The complaint will be considered within 14 days from the date of its delivery to the Agency.

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.uwolnijogien.pl](http://www.uwolnijogien.pl)

7.3. Prizes depicted in advertising materials may vary from the prizes awarded in the Competition.

7.4. Upon granting the right to the prize, the Participant grants the Organizer a non-exclusive license, unlimited in time and territory, to use the submitted solutions to the competition tasks (composed sentence/password), in the following fields of use: recording projects on any media, including: on a computer disk, floppy disk, CD, on photographic film, reproduction by any technique, entering into computer memory, using designs in business in all forms permitted by law. By entering the Competition, the Participant guarantees that he/she has all and unlimited copyrights to all sentences/passwords submitted. In the event of any third party claims related to the passwords provided to the Organizer, the Participant undertakes to release the Organizer from any resulting obligations and to satisfy the third party claims on its own.

</FINAL PROVISIONS>

</COMPETITION: WIN TICKETS TO SUN FESTIVAL>