

<COMPETITION: MONSTER-QUEST-YAMAHA>

PromotionName: Monster-Quest-yamaha, Type: contest, Startdate: 8/5/2024, Enddate: 16/5/2024

<ORGANIZER AND DURATION OF THE COMPETITION>

1. Organizer and duration of the Competition.

1.1. The organizer of the competition is Fortis – Kobyliński, Dawiec, Chrabonszczewski spółka jawna with its registered office in Warsaw at ul. Gawińskiego 7, entered into the Register of Entrepreneurs by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000080471, hereinafter referred to as "Organizer".

1.2. 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").

1.3 The competition takes place in the period from May 8, 2024 to May 16, 2024. The complaint procedure for Participants ends on May 31, 2024.

1.4. The competition is held in accordance with these regulations (hereinafter: "Statute"). The Regulations constitute the only legally binding document regulating the terms and conditions under which the Promotional Campaign will be carried out. All advertising and promotional materials regarding the Competition are for informational purposes only. Advertising materials and the appearance of the prizes contained in the advertising materials are for illustrative purposes only. The appearance of the prizes used in advertising materials may not reflect the actual appearance of the prize.

1.5. The competition does not constitute a game of chance within the meaning of Art. 2 section 1 point 10 of the Act of November 19, 2009. about gambling.

</ORGANIZER AND DURATION OF THE COMPETITION>

<CONDITIONS OF PARTICIPATION IN THE COMPETITION>

2. Competition participant.

2.1. Participation in the competition is voluntary. When entering the competition, the participant should read the Regulations. By entering the competition, the participant undertakes to comply with the rules contained in the Regulations.

2.2. Subject to the content of this point and point 2.5. Regulations, any natural person who is a consumer within the meaning of Art. may be a participant of the competition. 22¹ Civil Code, which meets the following conditions no later than on the competition commencement date:

- a) has a place of residence and an address for service in the territory of the Republic of Poland;
- b) has read the content of these Regulations;
- c) is over 18 years of age;
- d) has full legal capacity.

2.3. In order to participate in the competition, the Participant should be a registered user of the Żappka application ("App"), available for download on Google Play and Apple App Store.

2.4. Application for participation in the competition must be made in the manner indicated in the Regulations. Failure to meet any of the conditions for applying for participation will result in the invalidity of the application.

2.5. Participant competition it cannot be a person who is an employee or co-worker the Organizer, as well as an employee or collaborator of entities that are parties to the contracts civil law contracts concluded with the Organizer, including an employee or collaborator manufacturer of beverages under the MONSTER brand or an employee or associate of the companies dependent on the Organizer.

<CONDITIONS OF PARTICIPATION IN THE COMPETITION>

<RULES OF CONDUCTING THE COMPETITION>

3. Rules of conducting the competition.

3.1. The competition covers sales in stores belonging to the "Żabka" chain ("Store") of all MONSTER drinks ("Competition Product"). A necessary condition to participate in the Competition is to meet the conditions of the Monster Promotion in the Żappka application lasting from May 8, 2024 to May 14, 2024 under the conditions specified in this application.

3.2. To take part in the Competition, each Participant must make the following payment within the competition period purchase of 2 Competition Products (the purchase of 2 drinks does not have to be a one-time purchase) in the Żabka Store by registering the purchase in the Żappka application. After purchasing 2 Monster drinks, the Żappka application will generate a unique code entitling you to participate in the competition ("Code"); Participation in the quest may be repeated, provided that the purchase condition mentioned above is met.

3.3. The code received from the Żappka application must be entered in the appropriate field on the website at: wygranazmonster.pl from May 8, 2024 to May 16, 2024. At the same time, the Participant should:

- A. confirm age of majority;
- B. provide your personal data, i.e.: name, surname, telephone number and e-mail address, C. complete a competition task consisting in answering a question If you had the chance to ride the Yamaha R125 on any route in the world was and why? („Competition Entry”).
- D. At the same time, the Participant should consent to the processing of personal data and the provisions of the Regulations by checking the appropriate checkbox.

3.4. Competition Entry containing illegal content, in particular using words commonly considered vulgar or offensive, will be rejected. The Competition Entry should be made using ASCII compliant characters. The maximum number of characters with spaces and special characters is 1.000.

3.5. The best Competition Entries will be selected by a jury appointed by the Organizer ("Jury"). The Jury's deliberations will take place on May 17, 2024. The Jury will select the 53 best Competition Entries.

3.6. The basis for the selection of the Competition Entries by the Jury is the evaluation made during the deliberations by the Jury members. The evaluation criteria will include in particular, but not exclusively, the following elements: originality of the idea, method of presentation - form of writing, brilliance of the author.

</RULES OF CONDUCTING THE COMPETITION>

<PRIZES>

4. Prizes

4.1. The first prize in the Competition is a Yamaha R125 Motorcycle worth PLN 26,200 with an additional cash prize of PLN 2,911,

4.2. The second-level prizes in the Competition are two (2) Monster bikes worth PLN 652.50 gross each with an additional cash prize of PLN 72.50,

4.3. The third-level prizes in the Competition are fifty (50) packs of Monster drinks worth PLN 48.00 gross each with an additional cash prize of PLN 5.35,
Additional cash prizes being 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.

</PRIZES>

<RECEIVING THE PRIZE>

5. Receiving the Prize

5.1. The Competition Winners will be informed about the Jury's decision and the winnings via e-mail sent by the Organizer to the e-mail address provided by the Competition Winner in the Competition application form.

5.2. The content of the message will include the Organizer's e-mail address, to which the Competition Winner is obliged to send within 72 hours: name, surname and residential address in Poland, to which the Organizer will send the prize in the case of second- and third-degree prizes. In the case of the first prize, the prize will be collected at the Yamaha showroom at ul. Połczyńska 120C, 01-304 Warszawa. The date of receipt of the first-degree prize will be agreed with the winner.

5.3. The prizes will be delivered to the Competition Winners no later than December 31, 2024.

5.4. If the Competition Winner does not meet the conditions for receiving the Prize provided for in these regulations, he or she loses the right to receive the Prize, and the Prize remains at the Organizer's disposal.

</RECEIVING THE PRIZE>

<COMPLAINT PROCEDURE>

6. Complaint procedure

6.1. Each Participant of the Promotional Campaign has the right to submit a written complaint from May 31, 2024. Complaints submitted after the above deadline will not be considered. The date of the complaint is considered to be the date of the postmark on the parcel containing the complaint.

6.2. The complaint must contain accurate personal data of the Participant filing the complaint (name, surname, exact address, consistent with the address provided in the identity document along with the

postal code of the complainant), date and place of the event to which the complaint relates and the reason for the complaint, content of the request and a description of the circumstances justifying the complaint. . Complaints should be submitted in writing to the Organizer or by e-mail to the following address: reklamacje@fortis.pl

6.3. The person filing the complaint will be notified of the decision no later than 14 days from the date of receipt of the complaint by the Organizer, but no later than June 14, 2024.

</COMPLAINT PROCEDURE>

<JURY>

7. Jury

7.1. The Organizer will appoint a three-person internal jury, which will supervise the proper organization of the Competition and select the Competition Winners from among the Participants.

7.2. The jury will also be the body conducting the complaint procedure.

</JURY>

<THE RIGHT TO USE THE WORKS AWARDED IN THE COMPETITION>

8. The right to use the works awarded in the Competition

8.1. Pursuant to Art. 921 § 3 of the Civil Code, the Competition Winner, upon issuing the prize, grants the Organizer a license to use the awarded Competition Work, without time and territorial limits, in all fields of exploitation known on the date of transfer of the copyrights, in particular:

- a) for the production, recording and reproduction of the Competition Entry using the following techniques: printing, reprographic, digital, magnetic recording,
- b) placing the Competition Entry on the market through wholesale and retail sales, c) lending and renting the Competition Entry,
- d) publications in all types of press, both in the content of newspapers/magazines and on their front pages, including advertisements and press announcements,
- e) making the Contest Entry publicly available in such a way that everyone can have access to it at a place and time of their choosing;
- f) presenting and entering into computer memory and servers computer networks, including generally available ones such as the Internet, and making them available for advertising purposes to users of such networks,
- g) presentation for the employees and collaborators of the Organizer and the Organizer's clients, h) lending and renting media on which the Competition Entry was registered,
- i) processing the Competition Entry using digital and analog methods,
- j) dissemination by forwarding to representatives of the media and press, including online ones, for the purpose of publication, at the discretion of the media and press,
- k) displaying the Competition Entry, including in public places, l) preparing studies of the Competition Entry and combining the Competition Entry with other works and exploiting the resulting works in the fields of exploitation mentioned above.

8.2. If it is necessary to extend the scope of exploitation of the Competition Entry to include fields not specified in the Regulations, the Organizer and the Competition Winner will regulate the conditions for the transfer of copyrights in fields of exploitation not specified in the Regulations in a separate

agreement. The Organizer will have the right of priority in acquiring the rights to exploit the Competition Work in fields of exploitation not specified in the Regulations.

8.3. The Winner declares that he has (or will have, at the latest at the time of participation in the Competition) copyrights to the Competition Work and its elements, unlimited by the rights of third parties, and guarantees that no one will raise any effective claims for copyright protection against the Organizer. If such claims are reported, the Competition Winner undertakes to release the Organizer from liability towards third parties by fulfilling the benefits due to the creditor, in particular undertakes to take over and satisfy the claims of third parties, and if this proves impossible, undertakes to repair the damage incurred by the Organizer full damage in this respect. Moreover, the Competition Winner undertakes to replace the Organizer in all judicial or extrajudicial proceedings in the above scope or to reimburse the Organizer for the reasonable costs and fees incurred by the Organizer in connection with the proceedings, including legal fees and costs of legal representation.

</THE RIGHT TO USE THE WORKS AWARDED IN THE COMPETITION>

<FINAL PROVISIONS>

9. Final provisions

9.1. These Regulations are available for inspection at the Organizer's office and on the Competition website located at: wygranazmonster.pl

9.2. Before joining the Promotional Campaign, the Participant should read the Regulations. The Participant undertakes to comply with the rules set out therein and confirms that he or she meets all the conditions that entitle him or her to participate in the Competition.

9.3. By participating in the Competition, the Participant confirms that he or she is aware that winning the Competition and awarding the prize is not determined by chance, but by the submitted Competition Entry and its actions in accordance with the Regulations, subject to the assessment of the appointed Jury.

9.4. The prizes referred to in the Regulations will be issued in accordance with the provisions of the Act of July 26, 1991 on personal income tax (consolidated text: Journal of Laws of 2021, item 1128), i.e. after the Organizer has deducted the tax amount of 10% of the value of the entire prize and paying it to the account of the relevant Tax Office.

9.5. In matters not regulated in the Regulations, the provisions of generally applicable law shall apply, in particular the relevant provisions of the Civil Code, including those relating to public promises.

9.6. Any disputes related to the Competition will be resolved by the competent court.

</FINAL PROVISIONS>

<PERSONAL DATA PROTECTION>

10. Personal data protection

10.1. In order to properly implement the Competition called "MONSTER-QUEST-YAMAHA" it is necessary to process the Participants' personal data (hereinafter referred to as "Personal Data").

10.2. 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.

10.3 CCHBC and the Organizer have appointed Data Protection Officers (DPO) in their organizations, who can be contacted using the contact details provided below:

- kontakt do IOD Organizera: IOD@fortis.pl
- contact for the CCHBC IOD: DataProtectionOffice@cchellenic.com.

10.4. 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:

- 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,
- 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.

10.5. 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).

10.6. Personal Data will not be used for automated decision-making, including profiling.

10.7. 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).

10.8. Personal Data may be disclosed to authorized employees of the Organizer and to the Organizer's service providers entrusted with the processing of Data under the contract. Personal data in order to provide services to the Organizer, in particular to IT service providers and companies providing consulting or archiving services.

10.9. 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 from 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.

10.10. 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.).

10.11. 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.

10.12. 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.

10.13. The Participant may exercise the following rights towards the Organizer and CCHBC:

- 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),
- the right to request restriction of the processing of his data in situations and on terms indicated 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),
- the right to request deletion of data in accordance with Art. 17 GDPR ("right to be forgotten"),
- 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).

10.14. 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.

10.15. 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 the 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 the IOD: IOD@fortis.pl).

</PERSONAL DATA PROTECTION>

</COMPETITION: MONSTER-QUEST-YAMAHA>