

TERMS OF THE CONTEST

(referred to: “**Contest**”)
of July 25th, 2022

By submitting a Contest entry (Contest work), you agree to be bound by these terms and conditions:

1. Organizer:

Techland Spółka Akcyjna with its registered office in Wrocław, address: ul. Jana Szczyrki 11, 54-426 Wrocław, Poland, entered into the register of entrepreneurs maintained by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS no. 0000889260, with a share capital of PLN 17,594,160 (fully paid) and with Tax ID No. (NIP): 6222468959 and Statistical ID No. (REGON): 251546820 (referred to throughout these terms as “**Techland**”).

2. Contest Description and Specifications:

To become a participant in the Contest, you have to:

1) create the Contest work by using your creativity (for example but not limited to: text, photos or videos) to convince us that it's YOU who should be invited to the Techland's party which will take place during the GamesCom video games festival in Cologne (in one of Cologne's bars or restaurants, which address will be communicated to the winners in a separate notification via e mail), Germany on August 25th, 2022.

2) Fill out the application form on Techland's website: www.techlandgg.com, and upload your Contest work via the form.

The Contest work should be your personal work (it's not a team contest). The person submitting the Contest work should be the author of the work. You can submit only one Contest work, through the application form on our website. Please remember, that any additional entries (besides the one sent first) will not be considered for the Contest.

3. Eligibility: This Contest is open only to those who are at least 18 years old as of the date of entry and have unlimited capacity to perform legal acts (i.e. you are able to enter into legal actions). Techland may require/ask you to provide proof that you are eligible to enter the Contest. It doesn't matter what part of the World you come from - the Contest is open to participants from all over the globe, with the reservation of the following provision.

Anybody who is subject to sanctions or restrictions established by Poland, the United States, the United Kingdom, the United Nations, the European Union or any other entity whose decisions may be binding or relevant to Techland, is excluded from the Contest. Moreover, Techland reserves the right to exclude from the Contest any person whose participation could expose Techland to any direct or indirect damage, especially legal or image damage. Persons mentioned in this paragraph shall not submit any Contest work or receive any prize. In case any excluded person will be awarded in the Contest, Techland may cancel all prizes granted to such a person any time, with no compensation.

No purchase is necessary. Please remember, that you should comply with the laws that apply to you in the location that you access the Contest from. If any laws applicable to you restrict or prohibit you from entering the Contest, you have to comply with those legal restrictions and refrain from entering the Contest. If you are an employee or close business partner of Techland you are not eligible to enter the Contest.

4. Agreement to Rules: By participating in the Contest, you agree to be fully and unconditionally bound by these terms and conditions and you represent and warrant that you meet the eligibility

requirements. You undertake that all the information which you provide to us in connection with this Contest shall be and shall remain complete and accurate in every respect. You undertake that your Contest work will not contain anything (i) that is or could reasonably be viewed as harmful, harassing, defamatory, libelous, obscene or invasive of another's privacy; or (ii) which you do not have a right to make available lawfully (including any material which infringes the rights of any other). In addition, you accept the decisions of Techland as final and binding as it relates to the content of the Contest.

Contest Period: The Contest starts on July 25th, 2022, 4:00 PM CET (Start Date) and lasts until August 1st, 2022, 4:00 PM CET (Closing Date), with the reservation that Techland may extend the Closing Date for any reason that Techland considers influencing the Contest. All Contest works must be provided to Techland no later than the Closing Date. Any Contest entries received after the Closing Date will not be reviewed and will not be considered under the Contest (which is tantamount to disqualification). The winners shall be selected by August 9th, 2022. Until the conclusion of the Contest, these terms and conditions will be available on Techland's website: www.techlandgg.com.

5. How to Enter: The Contest work shall be submitted through the application form on Techland's website: www.techlandgg.com. The Contest work must fulfill all Contest and technical requirements to be eligible to win a prize. Contest works which do not adhere to the rules may be disqualified at the sole discretion of Techland, in particular if (i) it violates the provisions of applicable law or Contest rules; or (ii) the entry may be considered as discriminatory or offensive, illegal or infringing on third party's rights.

You do not have to pay any fee to enter the Contest, however you are responsible for any phone or internet charges you may incur. If you are unsure about these charges, you should contact your phone or internet operator before entering.

6. Prize: Techland will, in the sole judgment of the jury – members of Techland's Communications Team and other Techland's employees & partners (Jury), personally select 70 winners.

Each chosen winner will receive the prize consisting of:

- a) one invitation (in the form of placing the winner on the guest list of the party) to the Techland's party which will take place during the GamesCom video games festival in Cologne (in one of Cologne's bars or restaurants, which address will be communicated to the winners in a separate notification via e-mail), Germany on August 25th, 2022 - during the event you will experience unique sensations and have great fun, which you may share on your social media channels.
- b) one special award presented to the winners during the above-mentioned Techland's party on August 25th, 2022.

All prizes are sponsored by Techland. Only the 70 winners shall receive the prizes (mentioned in section a) and b) above).

Please note, that the prizes in section a) and b) above does **not** include any other goods or costs, in particular Techland does not cover any travel cost, accommodation cost, tickets for GamesCom video games festival in Cologne, Germany etc.

The prize is nontransferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winner is permitted. Acceptance of prize constitutes permission for Techland to use winner's identification data, in particular name and surname, nickname, social media channels account for promotional and informational purposes, i.e. placing the information about the winner on Techland's website and social media channels (also tagging the winners in the posts on Techland's social media channels) and its Contest work (and information included in it – in particular the text / photo / video).

Please remember, that only authors of Contest works meeting all requirements of the Contest may be awarded. Please note, that the above prizes remain at Techland's sole discretion and may be granted only if the Contest works meet all requirements. You accept, that Techland has no obligation to grant any additional awards. The specifics of the prize shall be solely determined by Techland.

Taxes due on the prize according to Polish law will be covered by Techland. Techland is not obliged to cover any other national, federal, state, and/or local fees or taxes or fulfill other duties that do not arise from Polish law. All national, federal, state, and/or local fees or taxes, shall be the sole responsibility of winner.

7. Winner Selection and Notification: The winners will be chosen by the Jury by August 9th, 2022. The Jury's decision is final. No correspondence in connection with Jury's decision will be exchanged.

The Jury will select the winner based on criteria being solely at its discretion, including creativeness, originality, ingenuity, spectacularity and other features of the Contest work that make it spectacular, interesting and outstanding. Contest works are assessed by the Jury based on the above criteria. For the avoidance of doubt, this Contest is not a game of chance a lottery or any other game referred to in the Polish Act of 19 November 2009 on Gambling Games (*in Polish: gra losowa*). The winners are chosen by Techland according to the above-mentioned criteria, excluding any randomness or chance.

The winners will be informed of winning the award by Techland via direct messages on Twitter or Facebook no later than by the end of the day on August 9th, 2022. It shall be assumed, that contestants who do not receive any notification from Techland in the above-mentioned deadline (by August 9th 2022), are not the winner of the Contest and shall receive no prize. Techland shall have no liability for winner's failure to receive notices due to spam or other security settings. Each winner will have 5 days from the time award notification was sent, to reply via direct messages to Techland, simultaneously (in the reply) indicating the winners e-mail address for further communication with Techland, which is necessary to inform the winners on the details of the prizes. Techland has the right to not provide a prize to a winner if a winner does not reply to Techland via Twitter or Facebook direct messages in the above period.

Techland informs, that the winners will be added on the guest list of the party (no personal invitations shall be given). Additionally, please remember that special award will be presented to the winners during the Techland's party on August 25th, 2022.

Please remember that to enter the Techland's party, it will be necessary to prove the winners identity (e.g. by a valid ID card). The winners accompanying persons won't need to prove their identity.

Please remember that placing the winner on the guest list of the Techland's party does entitle the winner to invite an (one) accompanying person to the event.

Receipt of the prize offered in the Contest by the winner is conditioned upon compliance with these terms and conditions. ANY VIOLATION OF THESE TERMS AND CONDITIONS BY WINNER (AT TECHLAND'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED. The disqualification of the winner or lack of reply to Techland to award notification does not mean that Techland is obliged to select another winner in place of the disqualified.

8. Rights Granted by You:

By entering the Contest and providing the entry you grant Techland a non-exclusive, perpetual, worldwide license to use your Contest work and all its elements, in all formats and in any medium

of communication. You understand and agree that Techland, anyone acting on behalf of Techland, and Techland's successors shall have the right, where permitted by law, to print, publish, broadcast, distribute, develop, store, make changes (derivatives works), create subsidiaries, sublicense, place in Techland's products and other works created by Techland or on Techland behalf, and otherwise use, in particular, in any media now known in perpetuity and throughout the World (in particular on social media channels, and on the Techland's website), without limitation, for any purposes, including for marketing purposes, your Contest work with tagging you as the author, without any further compensation.

The license is granted to Techland unlimited in time, however it may be terminated by you in writing (under pain of nullity) with a 10 years termination notice, effective on the 31st December of each year.

By entering this Contest, you represent and warrant with the intention that Techland may rely on such representation and warranty that (i) your Contest work is an original work of authorship; (ii) all personal and economic copyrights to the Contest work, are owned by you; (iii) your economic copyrights, referred above, are unlimited and to not harm any third-party rights.

By entering this Contest, you undertake not to exercise your author's moral rights to the Contest work.

If your Contest work infringes upon the intellectual property right of another person or entity, you will be disqualified at the sole discretion of Techland. If the content of your Contest work is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Techland from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Techland may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

By entering this Contest, you accept, that Techland shall not be obliged to exploit, distribute or use the Contest work in any other way (with no claim against Techland in this regard). By entering this Contest, you accept, that Techland may publish the winning Contest work, regardless of its form, in particular, on the Techland's website, social media, other materials with tagging you as the author.

9. Data protection: By entering this Contest, you hereby acknowledge that any personal information provided by you with reference to the Contest work will be used by Techland for the purpose of the Contest. Techland shall not sell, trade or rent your personal identification information to others. Techland respects your privacy rights, i.e. the right to access, correct and delete information about you or the right to limit processing only to certain operations. You may also ask us to transfer your data or tell us you do not want us to process it at all. Information concerning personal data processing is attached below.

10. Terms & Conditions: Techland reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should any virus, bug, non-authorized human intervention, fraud, technical problems or other factors cause corrupt or affect the administration, security, fairness, or possibility to proper conduct of the Contest.

Techland may amend these terms and conditions, in the event of important reasons (among other technical, legal etc.) affecting the efficient conduct of the Contest or in case it's required by applicable terms and conditions. In the event of changes to the terms and conditions, Techland will make the consolidated text of terms and conditions available by publishing it here: www.techlandgg.com. The amended terms and conditions will be effective 3 days after publication of the consolidated text on www.techlandgg.com.

Techland reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or violates these terms

and conditions. Techland has the right, in its sole discretion, to maintain the integrity of the Contest. Any attempt by an entrant to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, Techland reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: By entering the Contest, you agree to release and hold harmless Techland and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assignees, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process; (v) electronic or human error in the administration of the processing of entries.

Techland will not cover and accepts no responsibility for any potential costs incurred by you in connection with entering the Contest, including preparing and uploading the video and receiving the prize, unless expressly stated otherwise in these terms. In particular, Techland will not cover the costs of winners' and the winners' accompanying persons arrival and participation in the Gamescom video game festival in Cologne, which will take place between August 24th and 28th, 2022.

Techland accepts no responsibility for any actions of the winners and the winners accompanying persons taken during the Techland's party (both: inside and outside of the Techland's Party), as well as for any actions of the winners and the winners accompanying persons taken during the GamesCom video games festival. In addition, Techland accepts no responsibility for any injuries acquired by the winners and the winners accompanying persons during both above-mentioned events.

Please remember, that all your actions on your social media accounts with regards to the Contest shall always be in line with the governing terms and conditions of the particular social media provider. Techland takes no responsibility for any breach in this regard.

Please remember that winner's likeness captured on the photos taken during the event may be published on Techland's social media channels (i.e. Facebook or Twitter).

12. The right to use your likeness: Please remember, that by accepting the prize and taking part in the event, you grant Techland the right to publish your likeness which will be captured on photos taken during the event on Techland's social media channels (i.e. Twitter or Facebook).

The scope of the above-mentioned consent includes:

- recording, reproducing the winner's likeness in its entirety, as well as in the form of any selected fragments of it, without any restrictions, with all currently available techniques and methods and in any form chosen by Techland, including in the form of photos, portraits, drawings, GIFs, etc.,
- producing, reproducing and processing (modifying) the winner's likeness in its entirety, as well as in the form of any selected fragments, using all currently available techniques and methods,
- publishing (disseminating) the winner's likeness in its entirety, as well as in the form of any selected fragments of it, in any available form, in the original or processed (modified) form, including individually or in combination with the images of other people or places, as well as with a description or supplemented with marketing, information, advertising or promotional messages, without the obligation to obtain additional approval, but not in offensive or commonly considered unethical forms,

- making the winner's likeness available to the public in its entirety, as well as in the form of any selected fragments, in the original or processed (modified) form, using any techniques, including on the Internet, i.e. the Techland's websites and social media channels (i.e. Facebook, LinkedIn, Twitter, Instagram) or on other similar platforms, in the press, on Techland's marketing, information, advertising and promotional materials recorded in any form.

All of the above-mentioned for Techland's image, advertising, marketing, information and promotional purposes, including building a positive image of Techland and informing about its activities, in particular by producing marketing, information, advertising or promotional materials containing the winner's likeness, in original or in processed form and dissemination (public disclosure) of the above-mentioned materials, including in social media, websites, press etc. The consent granted also covers the commercial use of the winner's likeness in connection with the above-mentioned goals.

Withing the scope of the consent granted, Techland has the exclusive right to decide on the form and time of using the winner's likeness withing the limits specified above and by applicable law.

At the same time, the winner's accept that only for the above-mentioned purposes of using the winner's likeness, Techland may, unless it is inconsistent with applicable law, without the need to obtain additional consent make the winner's likeness available to third parties cooperating with Techland in this respect, which professionally deal with activities aimed at the implementation of the above-mentioned goals. The third parties referred to in the preceding sentence will be required to use the likeness in accordance with the law and only to the extent and purposes of Techland specified in this statement, at the same time will be obliged to keep the likeness confidential and properly secure, and not to use it for other purposes.

The winner's declare that they are aware that as a result of the use of the materials including the winner's likeness, i.e. by third parties, as part of their campaigns, its removal, in particular immediately, by these entities may be impossible or significantly difficult, as a result of contracts linking Techland with these entities or the nature of the activities of these entities, or the methods of using these materials. Taking this into account, the winner's declare that they are aware that also after the end of the campaign or other, particular promotional use, materials containing the winner's likeness, they may still (including indefinitely) be present on the Internet or Techland's websites or the above-mentioned entities or in social media – although they will not be promoted (their maintenance by Techland or on the above-mentioned websites may, i.e. be of an archival nature).

The above consent is given by the winners definitively, is not limited in time and territory, and authorizes Techland to use the obtained materials containing the winner's likeness multiple times.

- 13. Disputes:** To the extent legally permissible (i.e. only in cases and issues not contradictory to applicable law or terms and conditions), these terms and conditions shall be governed and construed by the laws of Poland and jurisdiction of Polish courts competent for the seat of Techland. By entering the Contest, you agree that any decisions of Techland, in particular regarding the entries and selecting the winners, are final.

INFORMATION CONCERNING PERSONAL DATA PROCESSING

pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (General Data Protection Regulation) ("GDPR")

1. The data controller of personal data is **Techland spółka akcyjna** with its registered office in Wrocław, address: ul. Jana Szczyrki 11, 54-426 Wrocław, Poland, entered into the register of entrepreneurs maintained by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS no. 0000889260, with a share

capital of PLN 17,594,160 (fully paid) and with Tax ID No. (NIP): 6222468959 and Statistical ID No. (REGON): 251546820 ("Techland").

2. Personal data received from contestants will be processed in order to: conduct, adjudicate and award the winners, and/or to perform other obligations arising from terms of the contest (Article 6(1) point b) of the GDPR), including data received by Techland in connection with the contest e.g.: identification data (e.g. name, surname, nickname, personal identification number), contact details (correspondence address, telephone number, email address, social media address etc.), communication metadata (e.g. contact date) and its content, and if you are awarded as a winner of the contest also the likeness of the contestant. Providing data is voluntary, but it may be necessary to enter the contest.
3. In the event that processing is necessary for compliance with a legal obligation incumbent on Techland, for example when in accordance with tax or accounting regulations Techland is obliged to settle the tax (in connection with the contest), the legal basis for processing is Article 6(1) point c) of the GDPR. In turn, when the purposes of processing result from Techland's legitimate interests, for example the need to establish, exercise, or defend legal claims, conducting correspondence, including marketing, conducting market or statistical analyses – the legal basis for processing is Article 6(1) point f) of the GDPR.
4. Only authorized employees, collaborators, or advisers (legal, tax, accountants, etc.) gain access to personal data. Techland, as well as third parties working with Techland, for example in the field of IT systems support and service, hosting etc. All of the above mentioned entities gain access to personal data only to the extent necessary. Techland may also be required to provide certain information, including the transfer of personal data, to public authorities for purposes of their proceedings.
5. Due to the fact that some of Techland's contractors may be based outside the European Economic Area (EEA), Techland provides appropriate safeguards for the security of personal data, including standard data protection clauses adopted by the European Commission and concludes data processing agreements that meet the requirements of the GDPR. In any such case, there is a right to obtain copies of safeguards used by Techland by contacting Techland, for example via e-mail.
6. Techland will process personal data for a period no longer than is necessary to achieve the specific purposes for which they are processed. As a rule, personal data collected for the purpose of conducting and adjudicating the contest are processed for the period necessary to perform the obligations arising from the terms of the contest and/or until the expiry of the period of limitation of any claims, which results from the generally applicable law, unless legal regulations, in particular accounting or tax regulations, obligate Techland to process personal data for a longer period – depending on which of the abovementioned periods is longer. The abovementioned periods of data processing may be subject to an appropriate and necessary extension in the case of claims and proceedings, for example court proceedings – for the duration of these proceedings and their settlement.
7. The person to whom the personal data relates has the right to access their data and the right to rectification, erasure ('right to be forgotten'), restriction of processing, the right to data portability, the right to object, the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal, as well as the right to lodge a complaint with a supervisory authority (President of the Personal Data Protection Office).
8. The Data Protection Officer at Techland can be contacted at: gdpr@techland.pl.