

RULES OF THE GLOBAL CONTEST
“Your Night City - Cyberpunk 2077 Illustration Contest”

§ 1. GENERAL PROVISIONS

1. This document (further: “**Rules**”) describes the terms and conditions of “Your Night City - Cyberpunk 2077 Illustration Contest” (further: “**Contest**”).
2. We invite you (we will later refer to you also as the “**Contestant**”) to create an original drawing of a character inspired by Cyberpunk 2077, in particular by Night City and the main character V (further: “**Illustration**”). The Illustration has to be created on the basis of a template with V’s jacket outline provided by us (further: “**Template**”).
3. You can submit only one Illustration.
4. You should send us the Illustration in the form of a graphic image, using electronic mail. You can find detailed requirements for the illustration and submission process in § 4.
5. The Prizes will be awarded to three Contestants who create the most creative and original Illustration, send them to us during the Contest Period and submit all the other necessary information detailed in § 6 (further: “**Winners**”).
6. The winning Illustrations will be featured on our social media accounts specified in § 5.
7. The Contest is organized by CD PROJEKT S.A., a company with its registered office in Warsaw (postal code: 03-301, ul. Jagiellońska 74), entered into the register of entrepreneurs of the National Court Register as kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, KRS no. 0000006865, NIP (taxpayer ID no.): 734-28-67-148, fully paid capital of PLN 96,120,000.00, further: “**we**” or the “**Organizer**”).
8. The Contest is organized in collaboration with Wacom Europe GmbH, which will further be called “**Partner**”. The Partner provides some of the Prizes for the Contest.

§ 2. CONTESTANTS

1. You can participate in the Contest if you are at least 18 years old on the day of entering the Contest and you have full legal capacity, i.e. you can independently enter into legal transactions, including binding contracts, in accordance with your local law.
2. You cannot participate in the Contest if you are an employee or close business associate of the Organizer or Partner, or of their affiliates, subsidiaries, manufacturers, sales representatives or advertising agencies; or a member of such person’s immediate family.
3. All information provided by the Contestants for the purposes of the Contest is provided voluntarily, however it may be necessary for participating in the Contest and in case of the Winners - also in order to receive the Prizes.

§ 3. CONTEST DATES

1. The Contest begins on September 1st, 2020 and ends on October 6th, 2020 23:59 CEST (“**Contest Period**”).
2. Winners will be announced publicly on October 31st 2020 at latest.

§ 4. SUBMISSIONS

1. In order to participate in the Contest you have to have an electronic mail address, and send us your Illustration in accordance with the Rules as set below.
2. Every Illustration should be saved in a .JPG format and must not exceed 15MB. The Illustration which does not meet these requirements will not be taken into consideration for the purpose of the Contest.
3. The Illustration should meet the following technical requirements:
 - a) Illustration has to be created on the basis of the template provided by the Organizer – you can find the template, along with an artwork showing a posture reference, under the following URL: <https://www.cyberpunk.net/en/news/36071/>
 - b) The template has to be used by the Contestant as it is provided by the Organizer. The template and its dimensions cannot be changed in any way, such as changes in shape, cropping, zooming on, mirroring etc.The Illustration which does not meet these technical requirements does not qualify for the Contest.
4. You can create the Illustration using your preferred art style and technique. You can choose the gender of the character depicted in your Illustration freely. A posture reference provided along the template should be used as a reference point, however, you should not try to imitate the art style or technique of the posture reference.
5. Send us your Illustration to the e-mail address your-NC@cdprojektred.com as an attachment to the message. The subject of the message should read “Cyberpunk 2077 Illustration Contest – *Name and Surname of the Contestant*”. Illustrations submitted in any other way do not qualify for the Contest.
6. You must make your submission by yourself, using your own e-mail address. It is not permitted to make submissions on behalf of other entities or people.
7. You cannot send us more than one Illustration. If you send us more than one Illustration in one message, we will not take any of the Illustrations sent in this message into consideration for the purpose of the Contest. If you send us more than one Illustration in separate messages, only the Illustration sent in the first message qualifies for the Contest.
8. The Illustration has to be in line with the provisions of applicable law. In particular, the Illustration shall not infringe someone else’s copyrights, trademarks or other intellectual property or personal rights, you can however use Organizer’s intellectual property in the Illustration (such as Cyberpunk 2077 logos, designs etc.), as long as it is used in accordance with the provisions of [CD PROJEKT RED User Agreement](#). The Illustration has to be appropriate to show to the minors.
9. The Organizer reserves the right to reject or disqualify Contestant’s Illustration if:
 - a) it violates the provisions of applicable law or Contest Rules; or
 - b) the Illustration may be considered racist, xenophobic, sexist, defamatory or otherwise offensive, illegal or infringing on third party’s intellectual property or personal rights.

§ 5. DECISION

1. The Winners will be selected by the jury consisting of members of Organizer’s Community and Art Teams (“**Contest Committee**”).
2. The Contest Committee will choose the Winners based on the creativity, composition and originality of their Illustrations.
3. The Contest Committee will choose a total of 3 Winners and may award honorary mentions at its sole discretion.
4. The Contest Committee’s decision is final.

5. The winning Illustrations and names of the Winners will be published on the following social media accounts of the Organizer:
 - Official Cyberpunk 2077 Website: cyberpunk.net
 - Official forums of CD PROJEKT RED: forums.cdprojektred.com/
 - Official Facebook page of Cyberpunk 2077 and its regional versions: <https://www.facebook.com/CyberpunkGame/>
 - Official Cyberpunk 2077 Twitter profile and its regional versions: <https://twitter.com/CyberpunkGame>
 - Official Cyberpunk 2077 Instagram profile: <https://www.instagram.com/cyberpunkgame/?hl=en>
 - Official Cyberpunk 2077 Tumblr profile: <https://www.tumblr.com/blog/cyberpunkgame>

§ 6. PRIZES

1. The Winners will receive the following prizes (“Prizes”):
 - a) 1st place:
 - Wacom Cintiq 16,
 - Cyberpunk 2077 Collector's Edition
 - Cyberpunk 2077 Goodie Bag worth 250 EUR,
 - b) 2nd place:
 - Wacom Intuos Pro M,
 - Cyberpunk 2077 Collector's Edition
 - Cyberpunk 2077 Goodie Bag worth 150 EUR,
 - c) 3rd place:
 - Wacom Intuos S,
 - Cyberpunk 2077 Collector's Edition
 - Cyberpunk 2077 Goodie Bag worth 100 EUR.
2. The Organizer reserves the right to award other special prizes at its sole discretion.
3. For avoidance of doubt, the Prize pool described above is common for all Contestants, irrespective of the language version of the Rules displayed to the Contestant.
4. The Winners will be informed about the Contest results via direct messages on the e-mail addresses they used to submit the Illustrations (please make sure you check your e-mail, so you won't miss the message). The abovementioned message will be sent within three (3) calendar days from the day mentioned in § 3 point 2 above.
5. Each Winner will have seven (7) calendar days from the day on which the results have been communicated to them in a message from the Organizer to:
 - a) confirm via direct message to the Organizer to your-NC@cdprojektred.com whether they accept the Prize;
 - b) provide the Organizer with a postal address to which the Prize will be sent in the same message;
 - c) confirm that he or she fulfills the requirements mentioned in Annex A by proving the Organizer with original signed Annex A.
6. If the Winner fails to provide the Organizer with all the information from the point 5(b) above or fails or refuses to accept the Prize, we retain the right to award the win to another Contestant, and thus award such Prize to another Contestant or to refrain from awarding this particular Prize.
7. If necessary, each Winner provides the Organizer with original tax residency certificate issued by his or her country of residence valid for the moment of receiving the Prizes.

8. Contest results will be announced via public posts on the official social media accounts of the Organizer mentioned in § 5 point 5 above no later than on a date mentioned in § 3 point 2 above.

§ 7. PRIZE-RELATED COSTS

1. The Organizer will cover the costs of Prize shipment.
2. The Organizer will cover the costs of the tax due on the Prize according to Polish law. Apart from that, Winners will be solely responsible for the payment of any additional national, federal, state, local or other taxes of any kind in relation to any Prize.
3. On Organizer's request, the Winners have to provide the Organizer with all documents and information required by applicable law. Such documents and information may include in particular information required for fulfilling tax, anti-money laundering and/or anti-fraud obligations and have to be submitted within seven (7) calendar days upon delivery of Organizer's request to the Winner.

§ 8. CONTESTANT'S OBLIGATIONS AND DECLARATIONS

1. By sending us your Illustration in accordance with the Rules you (as a Contestant) confirm that you fulfil the requirements set out in the Rules.
2. By sending us your Illustration, you agree that if you become one of the Winners, the Organizer may use your name, your Illustration and information contained in it in announcements of the Contest results.
3. By sending us your Illustration, you also declare that:
 - the Illustration is a result of your own and independent work;
 - you exclusively own all author's personal and economic copyrights to the Illustration, in particular the right to use it and to dispose of its use throughout all the fields of exploitation and to receive remuneration for the use of the Illustration;
 - you have an exclusive right to grant permission for performance of the derivative copyrights;
 - your economic copyrights, as referred to in points above, are neither limited nor encumbered with any third-party rights, and that they do not infringe any rights of the third parties (other than the Organizer);
 - you have not granted any license to use the Illustration within any scope

§ 9. COPYRIGHTS

1. By sending us your Illustration, you (the Contestant) grant us (the Organizer), a non-exclusive, worldwide, non-transferable, license to use the Illustration for the purpose of the Contest, including providing the Illustration to the Contest Committee and publishing it on our websites. The Prizes are to be considered as compensation for granting the license by the Winners to the Organizer. This license covers in particular the following forms of exploitation:
 - producing copies of the Illustration using all techniques;
 - distribution and dissemination of the Illustration in all channels;
 - making the Illustration available in a manner allowing any person to access the Illustration in a place and at a time selected by them.
2. License referred to in §9 point 1 is granted for an indefinite period of time.

§ 10. PERSONAL DATA

1. Your personal data controller is CD PROJEKT S.A. with its registered seat in Warsaw, Poland, ul. Jagiellońska 74, 03-301 Warszawa.
2. We may process the following personal data of yours:
 - a) Contestant: name, e-mail address, any other personal data included in the Illustration (if applicable), information provided within the course of communication with the Organizer (if applicable);
 - b) Winner: name, e-mail address, physical address, information required by law (e.g. for tax purposes), likeness, other personal data provided within the course of communication with the Organizer (if applicable).
3. Your personal data will be processed for the purpose of carrying out the Contest organized by CD PROJEKT, in which you intend to take part, in particular for the purpose of assessing submissions, awarding Prizes, announcing results, communicating with the Contestants and providing the Winners with Prizes.
4. We respect your privacy rights i.e. the right to access, rectify and delete your data, limit its processing, transfer it, a right not to be a subject to automated decision-making, including profiling, and to object to the processing of your personal data (you will find more details about processing of your personal data in the Organizer Privacy Policy under the following URL: https://regulations.cdprojektred.com/en/privacy_policy.)

§ 11. INDEMNITY

The Organizer will not cover any potential costs incurred by the Contestant in connection with the Contest, including entering the Contest, preparing and submitting the Illustration and receiving the Prize, subject to § 7 above.

§ 12. FINAL PROVISIONS

1. The Rules are published in the following language versions: English, Polish, Russian, German, Brazilian Portuguese, French, Spanish, Italian, Japanese, Korean, Simplified Chinese and Traditional Chinese.
2. The Rules are governed and construed in accordance with Polish law.
3. The 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.
4. The Rules come into force on September 1st, 2020.

Annex A - Beneficial Ownership Statement

I, _____¹, confirm that I should be considered as a beneficial owner of the Prize within the meaning of the OECD Model Tax Convention on Income and an Capital, in particular I:

¹ Please indicate the Winner's name and surname.

1. receive the Prize for my own benefit, which includes the right to solely decide about the Prize once received and bearing the economic risk related to the loss of such receivable or its part,
2. am not an agent, representative, fiduciary or other subject legally or effectively obliged to transfer all or part of the compensation agreed under this agreement to other entity,
3. confirm that I fulfil all requirements to be considered as a tax resident of _____² according to the internal law and _____³.

Winner:

² Please indicate the Winner's country of residence.

³ Please indicate the name of double tax treaty concluded between Poland and Winner's country.