

RULES OF THE GLOBAL CONTEST

„#Shutterpunk2077 — Cyberpunk 2077 Photo Mode Contest”

§ 1. GENERAL PROVISIONS

1. This document (further: “**Rules**”) describes the terms and conditions of “#Shutterpunk2077 — Cyberpunk 2077 Photo Mode Contest” (further: “**Contest**”).
2. We invite you (we will later refer to you also as the “**Contestant**”) to take a screenshot using the “photo mode” option while playing Cyberpunk 2077 on any of the available platforms (further: “**Screenshot**”) and publish it on your active account on Twitter, Weibo or VK (“**Social Media**”).
3. A Screenshot should be submitted in connection with one of the three categories (further: “**Category**”):
 - a. Portrait,
 - b. Action,
 - c. Sights (landscape/architecture).
4. You can submit only one Screenshot per each Category, meaning a total of three Screenshots per Contestant.
5. You can find detailed requirements for the Screenshot and submission process in § 4.
6. You have to publish the Screenshot on Social Media specified in § 4 point 2.
7. The Prizes will be awarded to three Contestants per Category who create the most creative and original Screenshot(s), publish them during the Contest Period and submit all the other necessary information detailed in § 6 (further: “**Winners**”).
8. The winning Screenshots will be featured on our social media accounts specified in § 5.
9. 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, 14th Commercial Department of the National Court Register, KRS no. 0000006865, NIP (taxpayer ID no.): 734-28-67-148, fully paid capital of PLN 100.654.624,00, further: “**we**” or the “**Organizer**”).
10. The Contest is organized in collaboration with:
 - a. Dell Inc., a company with its registered office at One Dell Way, Round Rock, Texas 78682 USA, taxpayer ID no. 74-2487834;
 - b. Secretlab SG Pte. Ltd., a company organised and existing under the laws of Singapore with registration number 201506443C, and having its registered address at 994 Bendemeer Road, #03-07 B Central, Singapore 339943;
 - c. Razer Inc., a company with its registered office at 9 Pasteur Suite #100, Irvine, CA 92618 USA, taxpayer ID no. 13 429 0448;
 - d. GWD Concept Sp. z o. o., with its seat in Warsaw (02-017), Aleje Jerozolimskie 123A, entered into the Register of Entrepreneurs in National Court Register, District Court for the Capital City of Warsaw in Warsaw under KRS number: 0000451277.

which are further called “**Partners**”. The Partners provide some 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 December 10th, 2020 and ends on January 10th, 2021 23:59 CET (“**Contest Period**”).
2. Winners will be announced publicly on January 31st, 2021 at latest.

§ 4. SUBMISSIONS

1. In order to participate in the Contest you have an active account on one of the Social Media and publish your Screenshot in accordance with the Rules as set below.
2. You should publish your Screenshot on your active account on a particular Social Medium within the Contest Period in a following way:
 - Tweet your Screenshot on Twitter using our hashtag #Shutterpunk2077;
 - Post your Screenshot on VK using our hashtag #Shutterpunk2077;
 - Post your Screenshot on Weibo using our hashtag #快门朋克#;Your submission should also include an indication of a category you intend your Screenshot to be evaluated in. Make sure your post is public, otherwise we will not be able to evaluate it!
3. Any Screenshots published outside the Contest Period will not participate in the Contest.
4. Every Screenshot should be saved in a digital format in size and weight accepted by particular Social Medium.
5. The Screenshot should meet the following technical requirements:
 - a. The Screenshot must be taken in the Cyberpunk 2077 “photo mode”,
 - b. The Screenshot must not have any frames or stickers added,
 - c. The Screenshot cannot be modified, enhanced or otherwise changed in any graphics software.

The Screenshot which does not meet these technical requirements does not qualify for the Contest.

6. You can take the Screenshot playing on any platform or device, so there are no requirements regarding resolution or other graphic settings.
7. You must make your submission by yourself, using your own, active account. It is not permitted to make submissions on behalf of other entities or people.
8. You cannot publish more than one Screenshot per Category. You can only submit your Screenshot on one Social Medium. If you publish more than one Screenshot or on more than one Social Medium per Category, we will not take any of the Screenshots in that Category into consideration for the purpose of the Contest. If you publish more than one Screenshot in the same Category in separate posts, tweets or comments, only the Screenshot sent in the first one qualifies for the Contest.
9. The Screenshot has to be in line with the provisions of applicable law. In particular, the Screenshot 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 Screenshot, as long as it is used in accordance with the provisions of CD PROJEKT RED

User Agreement and our Fan Content Guidelines. The Screenshot has to be appropriate to show to the minors.

10. The Organizer reserves the right to reject or disqualify Contestant's Screenshot if:
 - a. it violates the provisions of applicable law or Contest Rules; or
 - b. the Screenshot 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, originality and compliance with the Category of their Screenshots.
3. The Contest Committee will choose 3 Winners in each Category (a total of 9 Winners). One Contestant may be chosen as a Winner in one Category only, regardless of the number of Screenshots submitted.
4. The Contest Committee may award honorary mentions at its sole discretion.
5. The Contest Committee's decision is final.
6. The winning Screenshots 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/>
 - Official Cyberpunk 2077 Tumblr profile: <https://www.tumblr.com/blog/cyberpunkgame>
 - Official Cyberpunk VK profile: <https://vk.com/cyberpunkgame>
 - Official CD PROJEKT RED profile on Weibo: <https://weibo.com/cdprojektred>

§ 6. PRIZES

1. The Winners in each Category will receive the following prizes ("**Prize(s)**"):
 - a. 1st place:
 - Dell Alienware m17 laptop with exclusive Cyberpunk skin,
 - 3 L-sized Cyberpunk Displate ,
 - Goodie Bag worth 100 USD.
 - b. 2nd place:
 - Secret Lab Omega gaming chair Cyberpunk 2077 Edition,
 - 2 L-sized Cyberpunk Displate
 - Goodie Bag worth 100 USD.
 - c. 3rd place:
 - Razer Viper Ultimate Cyberpunk mouse,
 - Razer CP2077 Custom Gigantus V2 (M) mouse mat,
 - Razer Huntsman Mini keyboard,
 - Razer Blackshark V2 Pro headset,
 - 2 M-sized Cyberpunk Displate,

- Goodie Bag worth 100 USD.
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 Social Media account they used to submit the Screenshots (please make sure you check your inbox, 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. In case of VK, the Winners will be notified about the Contest Results via a public post of the Organizer and will be asked to contact the Organizer via a direct message within a timeframe specified in aforementioned public post.
 5. Each Winner will have seven (7) calendar days from the day on which the results have been communicated to them to:
 - a. confirm via direct message to the Organizer on Social Media whether they accept the Prize;
 - b. provide the Organizer with a postal address to which the Prizes 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 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 6 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 publishing your Screenshot in accordance with the Rules you (as a Contestant) confirm that you fulfil the requirements set out in the Rules.
2. By submitting your Screenshot, you agree that if you become one of the Winners, the Organizer may use your name, your Screenshot and information contained in it in announcements of the Contest results.
3. By sending us your Screenshot, you also declare that:
 - the Screenshot is a result of your own and independent work;

- you exclusively own all author's personal and economic copyrights to the Screenshot, 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 Screenshot;
- 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 Screenshot within any scope.

§ 9. COPYRIGHTS

1. By submitting your Screenshot, you (the Contestant) grant us (the Organizer), a non-exclusive, worldwide, non-transferable, license to use the Screenshot for the purpose of the Contest, including providing the Screenshot to the Contest Committee and publishing it on our websites and Social Media. 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 Screenshot using all techniques;
 - distribution and dissemination of the Screenshot in all channels;
 - making the Screenshot available in a manner allowing any person to access the Screenshot 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 Screenshot (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, Traditional Chinese and Arabic.
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 December 10th, 2020.

Annex A - Beneficial Ownership Statement

I,,¹ confirm that I should be considered as a beneficial owner of 1 the Prize within the meaning of the OECD Model Tax Convention on Income and an Capital, in particular I:

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 of² according to the internal law and³.

Winner:

¹ Please indicate the Winner's name and surname.

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.