



RULES OF THE GLOBAL “Witcher on the Go” CONTEST

§ 1. GENERAL PROVISIONS

1. This document (“**Rules**”) describes the terms and conditions of the Witcher on the Go Contest (further: “**Contest**”).
2. We invite you (we will later refer to you as the “**Contestant**”) to prepare a creative answer to the following question: “*Where and how would you play The Witcher 3: Wild Hunt on the go?*” and publish your answer on your active account on Twitter, Instagram or Facebook (“**Social Media**”) with our contest hashtag “#WitcherOnTheGo” (“**Answer**”).
3. Videos? Photos? Drawings? Set your imagination free as the Answers can be presented in various forms. The Prizes will go to the Contestants who will publish the most creative and original Answers during the Contest Period.
4. The Contest is organized by CD PROJEKT S.A., a company with its registered office in Warsaw (03-301), Poland, ul. Jagiellońska 74, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000006865, tax identification number NIP 7342867148, statistical number REGON 492707333; share capital of PLN 96,120,000.00, paid up in full (further: “**we**” or the “**Organizer**”).

§ 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 of its 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 are provided voluntarily, however they may be necessary to participate in the Contest and in case of the Winners - also in order to receive the Prizes.

§ 3. CONTEST DATES

1. The Contest begins on October 16, 2019 and ends on November 6, 2019 23:59 CEST (“**Contest Period**”).
2. Authors of the winning Answers (“**Winners**”) will be announced on November 20, 2019 at latest.

§ 4. SUBMISSIONS

1. In order to participate in the Contest you have to have an active account on Social Media, you have to accept the Rules and upload your Answer in accordance with the Rules as set below.



2. Publish your Answer within the Contest Period. Any Answers published outside this period will not participate in the Contest.
3. Make sure that your post is public and includes our hashtag #WitcherOnTheGo – otherwise we will not be able to see it and evaluate it!
4. You must make your submission in person. It is not permitted to make submissions on behalf of other entities or people.
5. Your Answer must be submitted in a digital format, in size and weight accepted by particular Social Medium.
6. You may provide only one Answer. Contestants publishing more than one Answer will be disqualified.
7. Answers provided in any other way than the one described in the Rules do not qualify for the Contest.
8. Answers have to be in line with the provisions of applicable law. In particular, the Answers shall not infringe someone else's copyrights or privacy (e.g. you should not publish a photo of someone else without their consent). Moreover, the Answers have to be appropriate to show to the minors.
9. The Organizer reserves the right to reject or disqualify Contestant's Answer if:
 - a) it violates the provisions of applicable law, Contest Rules or Social Media terms of service; or
 - b) the Answer 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 the Community Team of the Organizer ("**Contest Committee**").
2. The Contest Committee will choose the Winners based on the creativity and originality of their Answers.
3. The Contest Committee's decision is final.
4. The Contest Committee will award in total up to 13 Contestants.
5. The winning Answers and Social Media names/nicknames of the Winners will be published on the following Social Media accounts of the Organizer:
 - Official **Facebook** page of The Witcher: <https://www.facebook.com/thewitcher/>
 - Official Witcher **Twitter** profile: <https://twitter.com/witchergame/>
 - Official CDPR **Instagram** profile: <https://www.instagram.com/cdpred/>

§ 6. PRIZES

1. The Winners of the Contest will receive the following Prizes:
 - a) 1-3 place: Nintendo Switch v2 2019 console and #Switcher T-shirt;
 - b) 4-13 place: #Switcher T-shirt.
2. The Organizer reserves the right to award other special prizes at its sole discretion.
3. The Winners may voluntarily submit information on their preferences concerning the t-shirt's size and style (m/f) via a direct message to Organizer's account on Social Media. Providing this information is not compulsory and lack of it will result in us providing a random Switcher T-shirt to the Winner.



4. 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.
5. Contest results will be announced via public posts on the official Social Media accounts of the Organizer. Where possible, the Winners may be additionally informed about the Contest results via direct messages on Social Media (please make sure you check your inbox for a request from us, so you won't miss the message), however we encourage you to monitor the announcement and in case your Answer is chosen as the winning one, write a direct message to us on one of our accounts mentioned in § 5 (5) above.
6. Each Winner will have seven (7) calendar days from the day on which the results have been publicly announced to:
 - a. confirm via direct message to the Organizer on Social Media whether he or she accepts the Prize;
 - b. provide the Organizer with a postal address to which the Prize will be sent;

If the Winner fails to provide the Organizer with all the information in point 6 (a)-(b) above or refuses to accept the Prize, we retain the right to award such Prize to another Contestant or to refrain from awarding this particular Prize.

§ 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 the Polish law. Apart from that, Contestants 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 Winner has 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.
4. No substitution or exchange of the Prizes will be permitted. The Prizes are not assignable, giftable or otherwise transferable to other persons.

§ 8. CONTESTANT'S OBLIGATIONS AND DECLARATIONS

1. By publishing your Answer in accordance with the Rules you (as a Contestant) confirm that you fulfil the requirements set out in the Rules.
2. By publishing your Answer, you agree that if you become one of the Winners, the Organizer may use your Social Media name/nickname, your Answer and information contained in it in announcements of the Contest results.
3. By publishing your Answer which contains your likeness (e.g. selfie) you grant the Organizer a worldwide, royalty-free, transferable consent to use and disseminate your likeness by the Organizer and its affiliates for the purposes of conducting the Contest, in particular for publishing your likeness on Social Media accounts of the Organizer in relation to the Contest.
4. By publishing your Answer you also declare that:
 - you exclusively own all author's economic rights to the Answer, 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 Answer;

- you have an exclusive right to grant permission for performance of the derivative copyrights;
 - your economic rights, 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;
 - you have not granted any license to use the Answer within any scope.
5. By publishing your Answer you agree to completely release, indemnify and hold harmless respective Social Media (Instagram, Facebook or Twitter) and their respective directors, agents, representatives and employees for and against any claims related in any way to the Contest.

§ 9. COPYRIGHT

1. By publishing your Answer, you (the Contestant) grant us (the Organizer) a non-exclusive, worldwide, non-transferable, royalty-free license to use the Answer for the purpose of the Contest, including providing the Answer to the Contest Committee and publishing it on our websites and/or Social Media. This license covers in particular the following forms of exploitation:
- producing copies of the Answer using all techniques;
 - distribution and dissemination of the Answer in all channels;
 - making the Answer available in a manner allowing any person to access the Answer in a place and at a time selected by them.
2. License referred to in § 9 point 1:
- a) is granted for an indefinite period of time in case of the winning Answers;
 - b) will be terminated immediately if the Contestant will not be awarded on the results announcement day referred to in § 3 point 2 above, or will not accept the Prize within the period referred to in § 6 point 6 above.

§ 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: Social Media name/nickname, likeness (if applicable), any other personal data included in the Answer (if applicable), information provided within the course of communication with the Organizer (if applicable);
 - b) Winner: Social Media name/nickname, name, address, information required by law (e.g. for tax purposes); likeness (if applicable), other personal data included in the Answer (if applicable); other information 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](#))



§ 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 Answer and receiving the Prize, subject to § 7 above.

§ 12. FINAL PROVISIONS

1. This contest is in no way administered, sponsored and endorsed by, or associated with, respective Social Media (Facebook, Instagram or Twitter).
2. The Rules are published in the following language versions: English, Polish, Russian, French, Italian, German, Spanish, Brazilian Portuguese, Japanese, Korean.
3. The Rules are governed and construed in accordance with the Polish law.
4. 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.
5. The Rules come into force on October 16, 2019.