



RULES OF THE CYBERPUNK 2077 COSPLAY CONTEST

§ 1

GENERAL PROVISIONS

1. This document (further: **“Rules”**) describes the terms and conditions of the Cyberpunk 2077 Cosplay Contest (further: **“Contest”**).
2. Within the Contest we invite you (further: **“Contestant”**) to create cosplay outfit based on any character showed in the official Cyberpunk 2077 video game materials released by Organiser (**“Costume”**) and participate in Online or Offline Qualifiers. The prizes will go to the Contestants whose Costumes are the most accurate, creative, of the highest quality and best overall look.
3. The Contest is open for Contestants all around the world.
4. The Contest is organised by us, the company CD PROJEKT S.A., with its registered office in Warsaw, Poland, ul. Jagiellońska 74, 03-301 Warszawa, registered by the District Court for Warsaw in Warsaw, 13th Commercial Department of the Polish Court Register, under Polish Court Register number KRS 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 **“Organiser”**).

§ 2

WHO CAN PARTICIPATE?

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 of the Organiser or of its affiliates, subsidiaries, manufacturers, sales representatives or advertising agencies; or a member of such employee's immediate family.

§ 3

WHEN THE CONTEST TAKES PLACE?

1. The Contest begins on June 26, 2019 and will conclude with Grand Finale that will take place in first quarter of 2020 (exact date will be separately announced by Organiser) (**“Contest Period”**).
2. Qualifiers begins on June 26, 2019. Online Qualifiers ends on November 30, 2019 at 23:59 CET while Offline Qualifiers ends with conclusion of last Offline Qualifier Event.
3. Offline Qualifiers shall take place on the following dates in the following locations:
 - a. Gamescom, Cologne, Germany, August 21-24, 2019
 - b. PAX West, Seattle, USA, August 30-September 2, 2019
 - c. Tokyo Game Show, Tokyo, Japan, September 12-15, 2019
 - d. Igromir, Moscow, Russia, October 3-6, 2019
 - e. Paris Games Week, Paris, France, October 30- November 3, 2019- each of the events above is hereinafter referred to as **“Offline Qualifier Event”**. Exact time and place of each Offline Qualifier Event will be revealed no later than 1 week before the event.
4. You must submit your Costume by either participating in Online Qualifiers or Offline Qualifiers. Any Costumes submitted outside Qualifiers will not be included in the Contest.
5. The selected winners of Qualifiers will be invited to participate in Grand Finale.
6. All dates, times and locations of Offline Qualifier Event stated throughout these Rules are subject to change at Organiser's discretion. Organiser further reserves the right to cancel any Offline Qualifier Event for important reasons, of which Organiser shall inform the Contestants that signed up for such event.

**§ 4****HOW TO PARTICIPATE?**

1. In order to participate, create a Costume based on any character showed in the official Cyberpunk 2077 video game materials released by Organiser and submit the Costume as stated in these Rules. No designs based on other characters will be accepted.
2. All Contestants shall submit their application at the following website cyberpunk.net/cosplay-contest. Each Contestant may submit (i) one application for Online Qualifiers and (ii) one application for each Offline Qualifier Event.
3. While submitting application you will have to choose whether you wish to participate in the Contest by:
 - a. providing your submission online ("Online Qualifiers") which shall include:
 - i. 3 unedited pictures of you in the Costume;
 - ii. 3 edited pictures of you in the Costume (other than pictures mentioned in § 4 Sec. 3(a)(i) above;
 - iii. a short video of you moving in the Costume (up to 60 seconds).
 - b. signing up for of the events mentioned in § 3 Sec. 3 where the Costume will be presented ("Offline Qualifiers")
- Online Qualifiers and Offline Qualifiers are referred to jointly as "Qualifiers".
4. You may provide only one submission for Online Qualifiers and one submission for each Offline Qualifier Event, unless the Contestant has already secured a spot in Grand Finale, in which case The Contestant will not be able to apply for further Qualifiers.
5. All pictures submitted in Online Qualifiers must be 2D digital picture in the .png, .jpg or .jpeg format (up to 5MB). Video submitted in Online Qualifiers must be uploaded to YouTube and shared via link.
6. Submissions provided in any other way do not qualify.
7. The Organiser reserves the right to reject a Contestant's submission if it violates the provisions of applicable law, rights of third parties, Contest rules or if the Costume may be considered racist, xenophobic, sexist, defamatory or otherwise offensive or otherwise illegal.

§ 5**HOW WILL THE WINNERS BE CHOSEN?**

1. Winners of Online Qualifiers, Offline Qualifiers and Grand Finale will be selected by the Contest Committee consisting of the Organiser's employees.
2. The Contest Committee will choose the winners based on accuracy, creativity, quality and best overall look. The Contest Committee's decisions are final.
3. The five (5) winners of Online Qualifiers and five (5) winners of Offline Qualifiers will qualify for Grand Finale.
4. The Contest Committee will choose:
 - a. five (5) winning Contestants in Offline Qualifiers (one per each Offline Qualifier Event) who will be qualified for Grand Finale
 - b. five (5) winning Contestants in Online Qualifiers who will be qualified for Grand Finale
 - c. three (3) winning Contestants in Grand Finale and award them respectively First, Second and Third Prize.
5. The Organiser reserves the right to award other special prizes at its sole discretion.
6. If Organiser cancels any of the Offline Qualifier Event, it may, at its sole discretion, invite any additional Contestant from Online Qualifiers or Offline Qualifiers to participate in Grand Finale.

§ 6**WHAT ARE THE PRIZES?**

1. The winner of each Offline Qualifier Event shall receive the prize consisting of:
 - a. right to participate in the Grand Finale (all transportation and accommodation costs will be covered



- by Organiser subject to separate agreement between winners and Organiser)
- b. 2000 USD cash prize
 - c. Cyberpunk 2077-themed goodie bag of approximate value of 94 USD
2. Five (5) winners of Online Qualifiers shall receive the prize in the form of right to participate in the Grand Finale (all transportation and accommodation costs will be covered by Organiser subject to separate agreement between winners and Organiser).
3. The winners of Grand Finale will receive the following prizes:
- a. **First Prize** – bundle containing:
 - 15,000 USD cash prize
 - sponsored professional photoshoot in gaming magazine of approximate value of 12,700 USD
 - Cyberpunk 2077 Collector's Edition of approximate value of 250 USD
 - trophy of approximate value of 2,000 USD
 - Cyberpunk 2077-themed goodie bag of approximate value of 300 USD
 - b. **Second Prize** – bundle containing:
 - 10,000 USD cash prize
 - Cyberpunk 2077 Collector's Edition of approximate value of 250 USD
 - trophy of approximate value of 2,000 USD
 - Cyberpunk 2077-themed goodie bag of approximate value of 300 USD
 - c. **Third Prize** – bundle containing:
 - 5,000 USD cash prize
 - Cyberpunk 2077 Collector's Edition of approximate value of 250 USD
 - trophy of approximate value of 2,000 USD
 - Cyberpunk 2077-themed goodie bag of approximate value of 300 USD
4. The winners of Grand Finale may also be contacted by Organiser about possible PR & marketing cooperation.
5. Cash prizes may be subject to applicable taxes that may be withhold on payment by Organiser if required by law. Apart from that, Contestants will be solely responsible for the payment of any national, federal, state, local or other taxes of any kind in relation to any prize money.
6. Payment of applicable cash prize will be within sixty (60) days from the completion of the Contest. Cash prizes will be paid inclusive of any and all charges, duties and taxes (including but not limited to value added tax, sales tax, income tax or similar taxes and any applicable withholding tax required to be charged by Organiser) and in accordance with any applicable laws and regulations.
7. Contestants must provide Organiser on request with any documents and information required for the payment of cash prizes, which could include (but not be limited to) any documentation required by applicable governments or authorities and/or information from the Contestant for anti-money laundering and/or anti-fraud purposes in accordance with applicable legal requirements and regulations Organiser is subject to.
8. No substitution or exchange of cash prize will be permitted and prizes are not assignable, giftable or otherwise transferable to other persons.
9. Cash prizes will be paid directly to the bank account of the relevant Contestant.
10. The payment of applicable cash prizes will be subject to compliance with any applicable laws and regulations. The winners will be informed about the Contest results directly at Offline Qualifier Event, Grand Finale or, in case of Online Qualifiers, by public post on the official Contest website and Organiser's social media channels. The Organiser will also contact winners of Online Qualifiers using the e-mail address used by the Contestants to provide the Costumes.
11. The Contestant acknowledges that in order to participate in Offline Qualifier Event or Grand Finale it may be necessary to enter into additional agreements that may be required under applicable laws and regulations for providing cash prizes, transport or accommodation for participation in Grand Finale or otherwise necessary for participation in live events.



12. If a Contestant fails to enter into a separate agreement as specified under § 6 Sec. 12 above or refuses to accept the prize, the Organiser retains the right to award the prize to another Contestant or to refrain from awarding this particular prize.

§ 7

CONTESTANT'S OBLIGATIONS AND DECLARATIONS

1. By sending the submission in accordance with § 4 above, you (as a Contestant) confirm that you fulfil the requirements set out in the Rules.
2. By sending the submission, you agree that the Organiser may use your username, name and your public image provided in the application in announcements of the Contest results or in any other promotional materials applicable to the Contest, in particular on the Organiser's website and social media. In particular you acknowledge and agree that the Organiser may use and disseminate your physical likenesses for promotional and marketing purposes online, on the territory of the Republic of Poland, as well as worldwide, and in computer networks, including the Internet. You further agree, that if you are the Contestant of an Offline Qualifier Event or Grand Finale, that the Organiser may use your public image to provide any live-stream or any relations from such events on the Organiser's website, social media or on the Internet.

§ 8

INTELLECTUAL PROPERTY RIGHTS

1. Each Contestant hereby grants the Organiser and its affiliates the right to use and disseminate ("License") the Contestant's own name, tag, nickname, initials, likeness, image, picture, photographs, videos, animation, persona, autograph/signature, voice, statistics, biographical information and/or any and all other personal indicia, identifying characteristics or information included in the application or captured during the Offline Qualifier Event and/or Grand Finale, together with all Intellectual Property Rights (defined below) in the same ("Contestant Materials").
2. The License granted by each Contestant is non-exclusive, worldwide, transferable, sub-licensable, perpetual, irrevocable and royalty-free and includes the right to copy, edit, promote, advertise, market, display, sponsor, host, store, broadcast or otherwise use his/her Contestant Materials in connection with the Contest and its promotion which may include (but not be limited to) the right for the Organiser and its affiliates to display Contestant Materials: (a) on websites, social media (e.g. Facebook, Twitter and YouTube) and editorial content relating to the Contest (b) in connection with the webcast, streaming, telecast, broadcast and other distribution of the Contest or any of live events and (c) otherwise in connection with the marketing, advertising, sponsorship, promotion and other exploitation of the Contest and the Organiser ("Promotional Activities"). The Organiser and its affiliates may use Contestant Materials in the Promotional Activities at their discretion without requiring a Contestant's prior approval and without any form of payment or remuneration to Contestants. Each Contestant hereby waives and releases any and all claims against the Organiser and its affiliates in respect of any moral, personal and publicity rights (including, so far as is possible, any equivalent or similar rights in any territory of the world) in the Promotional Activities and any other use of the Contestant Materials by the Organiser and/or its affiliates.
3. The Organiser will be the sole and exclusive owner of: (a) Cyberpunk 2077; (b) the Contest; (c) any materials produced in relation to the Promotional Activities and the Contest; (d) any ideas, suggestions, proposals, improvements, enhancement or feedback of any kind that Contestants provide to the Organiser in relation to the Promotional Activities and the Contest (e) all Organiser materials accompanying the Contest; in each case with all Intellectual Property Rights in them.
4. In the Rules: "Intellectual Property Rights" means any and all copyright, trade marks, service marks, trade dress, brand names, logos, goodwill, get up, trade, business or domain names, design rights, database rights, patents, rights in inventions, know-how, trade secrets and confidential information, rights in databases, rights in computer software, moral rights, publicity rights, performance rights, synchronisation rights, mechanical rights, publishing, rental, lending and transmission rights and other intellectual property



and exploitation rights of a similar or corresponding character which may now or in the future subsist in any part of the world, in all cases whether or not registered or registrable including all granted applications and all applications for registration, division, continuation, reissuance, renewals, extensions, restorations and reversions regarding any of the same.

§ 9

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. Your personal data will be processed for the purpose of carrying out a competition organised by CD PROJEKT, in which you intend to take part, in particular for the purpose of contacting contestants, assessing submissions, awarding prizes and announcing results.
3. 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 [Organiser Privacy Policy](#)).

§ 10

INDEMNITY

Other than explicitly mentioned in § 6 above, the Organiser will not cover any potential costs incurred by the Contestant in connection with the Contest, including entering the Contest, preparing and submitting the Costume and receiving the prize.

§ 11

FINAL PROVISIONS

1. The Rules will be governed and construed in accordance with the Polish law.
2. The Rules come into force on June 26, 2019.