



RULES OF THE GLOBAL “Cyber-up Your PC – Cyberpunk 2077 Case Modding Contest” CONTEST

§ 1. GENERAL PROVISIONS

1. This document (“**Rules**”) describes the terms and conditions of the **Cyber-up Your PC – Cyberpunk 2077 Case Modding Contest** (further: “**Contest**”).
2. We invite you (we will later refer to you also as the “**Contestant**”) to create a custom-built personal computer (“**PC**”) inspired by the Cyberpunk 2077 game. The Contest is divided into two stages:
 - a) Stage one (“**Design Stage**”) which is open to all of the Contestants who meet the requirements specified below, in which the Contestant is asked to create a modding design of the PC (“**Design**”) and publish it on a designated website;
 - b) Stage two (“**Building Stage**”) which will feature the best five Contestants (“**Finalists**”) as determined by the Design Committee, in which the Contestant and his or her Team is asked to build the PC following the Design.
3. 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**”).
4. 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) NVIDIA Corporation, a company with its registered office in 2788 San Tomas Expressway, Santa Clara, CA 95051, U.S.A., taxpayer ID no. 94-3177549;
 - c) Steelseries ApS, a company incorporated in Denmark (VAT # 25923170) with its principal place of business located at DK-Dirch Passers Alle 27, 5 sal, DK-2000 Frederiksberg, Denmark;which are further called “**Partners**”. The Partners provide the Prizes for the Contest and Partners’ representatives sit on the Design Committee and Contest Committee and, together with the Organizer’s representatives, are responsible for choosing the Finalists and the Winner.

§ 2. DESIGN STAGE

1. In the Design Stage, the Contestants are asked to create a Design which will meet the requirements specified below:
 - a) Design has to be based on the Alienware™ Aurora™ R9 personal computer – photos of which are available under the following URL: <https://cp2077.ly/CaseModZip> ;
 - b) Design should follow one of the themes stated below:
 - i. Cyberpunk 2077 style (Kitch, Neokitch, Entropism, Neomilitarism);
 - ii. Cyberpunk 2077 corporation (Militech, Arasaka, Kang Tao, etc.);
 - iii. Cyberpunk 2077 gang (6th Street, Animals, Maelstrom, Tyger Claw, Valentinos, Voodoo Boys etc.).



Relevant materials which depict the abovementioned themes may be found under the following URL: <https://cp2077.ly/CaseModZip> ;

- c) Design should show the ideological, financial and social contrasts visible in the Cyberpunk 2077 world;
 - d) Design should be created in a way which would allow building the PC in accordance to the Design, by using mostly recyclable materials,
 - e) Design can be created using any method available to the Contestant, e.g. in a form of a painting, a 3D model, a physical model or other. In case of 3D and physical models, the Design does not have to be created with recycled materials.
2. Design Stage results will be announced via public posts on the Organizer's websites under the following URLs: forums.cdprojektred.com, www.facebook.com/CyberpunkGame/, twitter.com/CyberpunkGame. The Finalists may be additionally informed about the Design Stage results directly, however we encourage you to monitor the announcement.
 3. Each Finalist will have seven (7) calendar days from the day on which the results of the Design Stage have been publicly announced to confirm via direct message to the Organizer on social media or e-mail whether he or she can enter the Building Stage;
 4. If the Finalist fails to provide the Organizer with the confirmation or refuses to enter the Building Stage, we retain the right to qualify another Contestant to the Building Stage.

§ 3. BUILDING STAGE

1. In the Building Stage, the Finalists are asked to build a PC based on their Design in cooperation with groups of persons chosen in discretion by the Organizer ("**Modding Groups**"). The list of Modding Groups can be found under URL: cyberpunk.net/cyberup . The Modding Group, together with the Finalist, will be called a "**Team**".
2. The Finalists will be paired with the Modding Groups at random.
3. Each Team will be provided with Alienware™ Aurora™ R9 Personal Computer as a basis for their PC and a sum of 2000 dollars in order to spend on necessary materials to complete the PC, which will be paid to each Modding Groups's bank account.
4. The PC will be built by Modding Groups in a country of residence of the Modding Group, in a place chosen by the Modding Group. The Building Stage may unfold in two different ways, depending on the worldwide situation connected with the COVID-19 pandemic:
 - a. If the worldwide travelling via airplanes is possible – the Finalist will be transported for a maximum period of a week to a country of residence of the Modding Group and during that period the Team will build a PC together. If the Finalist agrees, the Modding Group can introduce adjustments to the PC outside of this period, upon earlier consultation with the Finalist.
 - b. If the worldwide travelling via airplanes is not possible – the PC will be built locally by the Modding Group in strict cooperation with the Finalist via electronic means of communication.
5. One of the two variants described above will be chosen and revealed by the Organizer together with the list of Finalists.
6. A definitive decision regarding the appearance of the PC belongs to the Finalist.
7. The materials used to build the PC should be mostly recyclable. Using materials which are not recyclable may result in a negative evaluation by the Contest Committee.



8. PC has to be created according to the Design and only minor changes can be made (such as a slight change of shape or color). Organizer reserves a right to disqualify a Team if the changes to the original Design are too vast.
9. In the course of the building stage, the Teams must refrain from the following changes of the original Alienware™ Aurora™ R9 personal computer:
 - a. Hiding the loop light in front,
 - b. Modifying the Alienware™ head in front,
 - c. Covering any ventilation areas of the case,
 - d. Presenting the final version of the PC with opened side panels.Organizer reserves a right to disqualify a Team if these changes are made.
10. The Building Stage ends with the Final, which may unfold in two different ways, depending on the worldwide situation connected with the COVID-19 pandemic:
 - a. If the worldwide travelling via airplanes is possible – the Finalist and a representative of the Modding Group, together with the PC, will be transported to the registered office of the Organizer and the Winner will be chosen by the Contest Committee on the basis of the Finalist's presentation of the PC.
 - b. If the worldwide travelling via airplanes is not possible – the Final will happen online. The Modding Groups, after a consultation with the Finalist, will prepare a video (min. 30 seconds, max. 2 minutes in length) presenting the PC from all the sides. The PC should be shown running. A definitive artistic decision regarding the video belongs to the Finalist.
11. One of the two variants described above will be chosen and revealed by the Organizer together with the list of Finalists.

§ 4. 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 the Partners, 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 to participate in the Contest and in case of the Finalists - also in order to receive the Prizes.

§ 5. CONTEST DATES

1. The Contest begins on April 7th, 2020.
2. The Design Stage ends on May 17th, 2020 at 3:00 PM CEST (UTC +2)
3. The Finalists and their assignment to their respective Teams will be announced on May 29th, 2020 at latest.
4. The Building Stage will take place between May 29th and July 16th, 2020.
5. The Final will take place between July 17th and July 18th, 2020.



§ 6. SUBMISSIONS

1. In order to participate in the Contest, you have to upload your Design in accordance with the Rules as set below:
 - a. You should publish your Design within the Design Stage period. Any Designs published outside this period will not participate in the Contest;
 - b. You should submit the Design in a form of 3 images (in either .JPEG or .PNG format), up to 15 Megabytes each, showing **front, left side and right side view** of the Design, to a dedicated contest website available under the following URL: <http://cyberpunk.net/cyberup> ;You must make your submission in person, using your own e-mail address. It is not permitted to make submissions on behalf of other entities or people;
 - c. You may provide only one Design. Only the first Design published by a Contestant will be taken into consideration for the purposes of the Contest.
2. Designs provided in any other way than the one described in the Rules do not qualify for the Contest.
3. Designs have to be in line with the provisions of applicable law. In particular, the Designs shall not infringe someone else's copyrights, trademarks or other Intellectual Property or personal rights. Moreover, the Designs have to be appropriate to show to the minors.
4. The Organizer reserves the right to reject or disqualify Contestant's Design if:
 - a) it violates the provisions of applicable law or Contest Rules; or
 - b) the Design may be considered racist, xenophobic, sexist, defamatory or otherwise offensive, illegal or infringing on third party's intellectual property or personal rights.

§ 7. DECISION

1. The Finalists will be selected by the jury ("**Design Committee**") consisting of:
 - a) Organizer's representatives: Two Community Managers, one Community Manager for France, Community Manager for Germany, one Community & PR Manager for Italy
 - b) Dell's representatives: Community Manager and Dell Senior Industrial Designer;
 - c) NVIDIA's representatives: Gaming Digital Program Manager, Game Capture Artist;
 - d) SteelSeries' representatives: Global Marketing Communications Manager and Global Social Media Manager;
 - e) Tech Expert.
2. The Design Committee will choose the Finalists based on the overall quality and uniqueness of the Design, as well as how well the Design matches the provided Cyberpunk 2077 themes.
3. Finalist who creates the best PC based on their Design ("**Winner**") will be chosen by the jury ("**Contest Committee**") consisting of:
 - a) Organizer's representative: Art Director;
 - b) Dell's representative: VP of Gaming;
 - c) NVIDIA's representative: Gaming Digital Program Manager;
 - d) SteelSeries' representative: Global Marketing Communications Manager;
 - e) Tech Expert.
4. The Design Committee's and the Contest Committee's decisions are final.



5. The Design Committee will choose five Finalists and five additional Contestants who will be qualified as Finalists in case one of the first five Finalists fails to confirm his or her participation in the Building Stage within the timeframe stipulated in §2 point 3 or refuses to take part in the Building Stage (“Reserve List”).
6. The Contest Committee will choose one Winner.
7. The Finalists’ Designs and built PCs, as well as their names, along with their teammates’ names will be published on the following Social Media accounts of the Organizer:
 - Official Cyberpunk 2077 Website: cyberpunk.net
 - Official Organizer’s forums: forums.cdprojektred.com/
 - Official **Facebook** page of Cyberpunk 2077: <https://www.facebook.com/CyberpunkGame/>
 - Official Cyberpunk 2077 **Twitter** profile: <https://twitter.com/CyberpunkGame>
 - Official Cyberpunk 2077 **Instagram** profile: <https://www.instagram.com/cyberpunkgame/?hl=en>

§ 8. PRIZES

1. The Winner of the Contest will receive the following prizes (“Prizes”):
 - a) “Alienware™ Aurora™” Personal Computer
(AMD Ryzen™ 9 3900 (12-Core, 64MB L3 Cache, Max Boost Clock of 4.4GHz)
Windows 10 Home, 64-bit, English
NVIDIA® GeForce RTX™ 2080 Ti Cyberpunk 2077 Edition
16GB Dual Channel HyperX™ FURY DDR4 XMP at 2933MHz
1TB M.2 PCIe NVMe SSD (Boot) + 2TB 7200RPM SATA 6Gb/s (Storage)
1 Year Limited Hardware Warranty);
 - b) Alienware™ Gaming Mouse AW610M;
 - c) Alienware™ Mechanical Keyboard AW510K;
 - d) Alienware™ 34" Curved AW3420DW monitor;
 - e) Steelseries Arctis 1 Wireless headset;
 - f) Possibility of choosing a charity, out of a list of charities provided by the Organizer, which will benefit from the auctioning of a computer based on the winning Design, created by the Organizer at a later date.
2. The remaining Finalists will receive the following Prizes:
 - a) “Alienware™ Area-51m” Personal Computer
(Intel® Core™ i7-9700K
Windows 10 Home, 64-bit, English
Nvidia® GeForce RTX™ 2080
16GB RAM
512GB RAID 0 (2x 256GB PCIe M.2 SSDs) + 1TB (+8GB SSHD) Hybrid Drive
17.3" FHD 144Hz, IPS, NVIDIA® G-SYNC, Eyesafe® Display Tech + Tobii eyetracking technology);



- b) Steelseries Arctis 1 Wireless headset.
3. All of the Modding Groups will get to keep the PCs they built.
 4. The Organizer reserves the right to award other special prizes at its sole discretion.
 5. 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.
 6. The Contest results will be announced to the Teams live during the Final, after the Contest Committee makes their decision. The results will also be announced via public posts on the official social media accounts of the Organizer.
 7. If the Winner refuses to receive the Prizes for winning the Contest, the Organizer retains the right to grant the win to another Finalist.

§ 9. CONTEST-RELATED COSTS

1. The Organizer will cover the costs of Finalists' accommodation and transportation to Modding Groups' country of residence, as well as Organizer's registered office and back, if such travels are justified by the way the Building Stage and Final unfold. The accommodation and transportation will be chosen by the Organizer at its sole discretion, after a consultation with the Finalist.
2. In case the Prize, built PCs (including money granted by the Organizer to the Teams for materials to complete the PC), accommodation and transportation costs will be subject to taxation in Poland, the Organizer will cover the costs of the tax due on the Prize, built PCs, accommodation and transportation 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 Finalist 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 Finalist.
4. Each Finalist confirms his or her tax residency by providing the Organizer with signed tax residency statement, as foreseen in Annex A, within seven (7) calendar days from the day on which the results of Design Stage have been publicly announced. If the Finalist fails to provide the Organizer with signed tax residency statement, we retain the right to refrain from awarding the Prize and money as specified in § 3.3., § 8 and § 9.1. above.
5. Each Modding Group confirms its tax residency by providing the Organizer with signed tax residency statement, as foreseen in Annex B, within seven (7) calendar days from the day on which the results of Design Stage have been publicly announced. If the Modding Group fails to provide the Organizer with signed tax residency statement, we retain the right to refrain from providing the money as specified in § 3.3. above.



§ 10. CONTESTANT'S OBLIGATIONS AND DECLARATIONS

1. By publishing your Design in accordance with the Rules you (as a Contestant) confirm that you fulfil the requirements set out in the Rules.
2. By publishing your Design, you agree that if you become one of the Finalists, the Organizer may use your name, your Design and information contained in it in announcements of the Contest results.
3. By publishing your Design, you also declare that:
 - you exclusively own all author's personal and economic copyrights to the Design, 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 Design;
 - 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;
 - you have not granted any license to use the Design within any scope.

§ 11. COPYRIGHTS

1. By publishing your Design, you (the Contestant) grant us (the Organizer), as well as our Partners, a non-exclusive, worldwide, non-transferable, royalty-free license to use the Design for the purpose of the Contest, including providing the Design to the Design Committee and publishing it on our websites. This license covers in particular the following forms of exploitation:
 - producing copies of the Design using all techniques;
 - distribution and dissemination of the Design in all channels;
 - making the Design available in a manner allowing any person to access the Design in a place and at a time selected by them.
2. License referred to in §11 point 1:
 - a. is granted for an indefinite period of time in case of the Designs of Finalists;
 - b. will be terminated immediately if the Contestant does not become a Finalist on the announcement day referred to in § 5 point 3 above, unless a Contestant is qualified as a Finalist at a later point according to § 2 point 4, in which case point a. applies.
3. The Winner will be obliged to transfer all economic copyrights related to the winning Design free of charge to the Organizer.
4. The Finalists and the Winner will provide the Organizer tax residency certificates valid for the moment of receiving the Prize.
5. Modding Groups will provide the Organizer tax residency certificates valid for the moment of receiving the money.

§ 12. 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/nickname, e-mail address, any other personal data included in the Design (if applicable), information provided within the course of communication with the Organizer (if applicable);
 - b) Finalist: name, 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.)

§ 13. 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 Design, building the PC (other than costs specified in § 3.3. above) and receiving the Prize, subject to § 9 above.

§ 14. RELEASE

The Partners and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") are not liable for any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any Prize.

§ 15. FINAL PROVISIONS

1. The Rules are published in the following language versions: English, Polish, Russian, French, Italian, German, Spanish, Brazilian Portuguese, Japanese, Korean, Traditional Chinese, Simplified Chinese.
2. The Rules are governed and construed in accordance with the 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 April 7th, 2020.



ANNEX A - Tax Residency Statement

I, _____¹, confirm that I may be considered as a beneficial owner of the Prize as well as accommodation and transportation costs paid by the Organizer within the meaning of the OECD Model Tax Convention on Income and on Capital, in particular I:

- i. receive the payment and in-kind prize from the Organizer for my own benefit, including the possibility to independently decide about its purpose and bear the economic risk related to the loss of such receivable or its part,
- ii. 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,
- iii. confirm that I fulfil all requirements to be considered as a tax resident of _____² according to the internal law and _____³.

¹ Please indicate the Finalist's name and surname.

² Please indicate the Finalist's country.

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



ANNEX B - Tax Residency Statement

_____ ⁴ confirms that _____ ⁵ may be considered as a beneficial owner of money granted by the Organizer for materials to complete the PC within the meaning of the OECD Model Tax Convention on Income and on Capital, in particular _____ ⁶:

- i. receives the payment from the Organizer for its own benefit, including the possibility to independently decide about its purpose and bear the economic risk related to the loss of such receivable or its part and confirms that it is the owner and is entitled to the bank account as described in § 3.3. Building Stage,
- ii. is 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,
- iii. confirms that it fulfills all requirements to be considered as a tax resident of _____ ⁷ according to the internal law and _____ ⁸.

⁴ Please indicate the Modding Group's data.

⁵ Please indicate the Modding Group's data.

⁶ Please indicate the Modding Group's data.

⁷ Please indicate the Modding Group's country.

⁸ Please indicate the name of double tax treaty concluded between Poland and Modding Group's country.