



## RULES OF THE GLOBAL “CYBERPUNK IS CLOSER THAN YOU THINK” CONTEST

### § 1. GENERAL PROVISIONS

1. This document (further: “**Rules**”) describes the terms and conditions of the Global “Cyberpunk Is Closer Than You Think” Contest (further: “**Contest**”).
2. Within the Contest we invite you (further: “**Contestant**”) to present us your photograph of a real-world location that has a Cyberpunk look and/or feel (detailed information in the following paragraphs) in (“**Photograph**”) and submit the Photograph at (<https://cyberpunk.net/photo-contest/>). The prizes will go to the Contestants whose Photographs are the most creative, original and of the highest quality or to Photographs with the highest number of votes of the community of the Cyberpunk 2077 (hereinafter: the “**Community**”).
3. The Contest is open for participants all around the world.
4. The Contest is being organised by us, the CD PROJEKT S.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, 13<sup>th</sup> 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 “**Organiser**”).

### § 2. CONTESTANTS

1. You can participate in the Contest if you are at least 18 years 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, or
2. The Contest is open for the professional and / or non-professional Participant (photographers).
3. 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. DATES OF CONTEST

1. The Contest consists of the following stages (“**Contest Period**”):
  - The Contest begins on 14 October 2019 and the first stage ends on 16 December 2019 (11:59 PM CET). During this stage Participants must submit Photograph at (<https://cyberpunk.net/photo-contest/>). The approval of the latest submissions will last for one week longer but there will be no possibility to submit any new Photographs.
  - The second stage of the Contest starts on 10 January 2020 and ends on 20 January 2020 (11:59 PM CET). During the second stage the Community will be able to vote for the submitted Photographs by giving likes (“**Community Vote**”).



- The announcement of the winners (both: the Community Vote winners and the jury (hereinafter the “**Jury**”) decision winners of the Contest) will take a place on 27 January 2020.
2. All qualified Photographs will be published at (<https://cyberpunk.net/photo-contest/>) within 7 days after the end of the first stage of the Contest.

#### § 4. SUBMISSIONS

1. In order to participate in the Contest You must register at the Internet site at (<https://cyberpunk.net/photo-contest/>), following the instructions available at the site, and provide all the required information and/or consents. All information and consents provided in the course of registration are provided voluntarily, although these may be necessary to participate in the Contest.
2. You must make your submission in person. It is not permitted to make submission on behalf of third parties.
3. After registration You need to submit a creative [photograph at (<https://cyberpunk.net/photo-contest/>) showing a real-world location that has a Cyberpunk look and/or feel in the most creative, original and of the highest quality. You also need to inform where the picture was taken – we need at least a city name.
4. The submitted Photograph must be in digital format (20 megabytes or smaller, in JPEG or .jpg format and at least 1600 pixels wide or tall). Please note that only minor edits and adjustments to Photograph, an unedited raw file of the photograph must be kept for verification purposes.
5. You may provide only one submission containing only one piece of Photograph. The submissions containing multiple Photographs or subsequent submissions of the same Participant will not qualify.
6. Submissions provided in any other way do not qualify to the Contest.
7. Submitted Photographs need to be GDPR compliant and in line with relevant intellectual property and copyright regulations, in particular Photographs must not infringe on third party’s intellectual property rights. Moreover, the Photographs must be appropriate to show to minors.
8. The Organiser reserves the right to reject a Contestant’s submission if it violates the provisions of applicable law, Contest rules or if the Photograph may be considered racist, xenophobic, sexist, defamatory or otherwise offensive, illegal or infringing on third party intellectual property rights.
9. All the submissions will be qualified by the Contest team (hereinafter: the “Contest Team”). The Contest Team consists of following members: Dominika Skubida, Alessandro Fileni, Anastasia Prazdnichnova, Sebastian Siejka, Carolin Wendt.

#### § 5. VOTING AND JURY DECISION

1. There are two ways to become the winner of the Contest: winning the Community Vote or being chosen by Jury.
2. The Community Vote involves the following steps:
  - In order to participate in voting, each community member must follow the instructions at (<https://cyberpunk.net/photo-contest/>). Voting is free of charge.
  - In order to vote, You need to register via mail or a social service of your choice (Twitter, Facebook, Instagram, Google).
  - Each community member may vote for only 1 (one) Photograph submitted to the Contest.



- The 10 (ten) Photographs which has received the highest number in the Community Vote will be awarded with the Community prizes.
  - Community prizes will be described in detail in par. 6 "Prizes" below.
3. The Jury consists of following members: The Contest Team, Liam Wong, Cyberpunk 2077 Art Director
  4. The Jury consists of decision will be based on creativity, originality and overall quality of submission.
  5. The Jury's decisions are final.
  6. The Jury will choose three Photographs and award them respectively First, Second and Third Prize.
  7. Prizes awarded by the Jury's decision and Community Vote prizes cannot be cumulated. Photographs who earned First, Second and Third Prize will not be eligible to receive any of the Community Vote prizes even if they would qualify for those by count. In such case the Community Vote prize will be awarded to the Photograph with the next number of votes that has not received any of the prizes.
  8. The Organiser reserves the right to award other special prizes at its sole discretion.

## § 6. PRIZES

1. The winners will receive the following prizes:
  - a. First Prize – bundle containing:
    - 4000 USD (four thousand US dollars)
    - Cyberpunk 2077 Collector's Edition (at the release)
    - NVIDIA GeForce RTX 2080 Ti
    - Adobe Creative Cloud license
    - VIP Bomber Jacket
    - Bag with Cyberpunk swag
  - b. Second Prize – bundle containing:
    - 2000 USD (two thousand US dollars)
    - Cyberpunk 2077 Collector's Edition (at the release)
    - NVIDIA GeForce RTX 2080 S
    - Adobe Creative Cloud license
    - Bag with Cyberpunk swag
  - c. Third Prize – bundle containing:
    - 1000 USD (one thousand US dollars)
    - Cyberpunk 2077 Collector's Edition (at the release)
    - NVIDIA GeForce RTX 2080 S
    - Bag with Cyberpunk swag
2. The winners of Community Vote will receive the following prizes:
  - a. First Prize – bundle containing:
    - Cyberpunk 2077 Collector's Edition (at the release)
    - NVIDIA GeForce RTX 2080 Ti
    - Adobe Creative Cloud license
    - VIP Bomber Jacket
    - Bag with Cyberpunk swag
  - b. Second to tenth prizes:
    - Bag with Cyberpunk swag



3. The prizes will be sent by mail to the addresses provided by the winners. The Organiser will cover the prize shipment cost.
4. If necessary by applicable law, the Prizes will be supplemented with cash prize equal to the tax due on the prize. The Organiser will deduct the cash prize and will pay the tax due under Polish law.
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. All the winners will be informed about the Contest results by a public post on the official Cyberpunk 2077 social media channels. The Organiser will also contact winners using the e-mail address used by the Participants to provide the Photographs. Each winner will have seven (7) days to confirm by e-mail whether he or she accepts the prize and to provide a postal address to which a prize will be sent. If a Contestant fails to contact us within that deadline 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. 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 if you win the Contest, the Organiser may use your e-mail username or name provided in application e-mail in announcements of the Contest results or in any other promotional materials applicable to the Contest.
3. By sending the submission you declare that:
  - you exclusively own the author's moral rights to each photo submitted to the Contest, to the elements presented on the Photograph;
  - your moral rights to the Photograph are neither limited nor encumbered with any third-party rights, and that the Photograph do not infringe any rights of third parties;
  - you have not granted any further authorization to perform the author's moral rights to the Photograph.
4. By sending the submission you also declare that:
  - you exclusively own all the author's economic rights to the Photograph, in particular the right to use the Photograph and to dispose of its use throughout all the fields of exploitation and to receive remuneration for the use of the Photograph;
  - 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 Photograph within any scope.

## § 8. COPYRIGHT

1. By sending your submission, you (the Contestant) grant us (the Organiser) a non-exclusive, worldwide, non-transferable, royalty-free licence to use the Photograph for the purpose of the Contest, including providing the Photograph to the Contest Team, Jury and Community members and publishing it at Contest's webpage, our websites and/or social media as well as using the Photograph for marketing purposes of the Organizer and its affiliates. This licence covers in particular the following forms of exploitation:
  - producing copies of the Photograph using all techniques;
  - distribution and dissemination of the Photograph in all channels;
  - making the Photograph available in a manner allowing any person to access the Photograph in a place and at a time selected by them.
2. Licence referred to in § 8 point 1 is granted for an indefinite time.

## § 9. PERSONAL DATA

1. In accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (GDPR), this section lays out the processing of personal data of data subjects related to organizing the Contest, in particular of the Participants (hereinafter: the "**Contestant's Personal Data**") such as name, surname, country of residence, e-mail address necessary to submit the photo at the Contest site and other data referred to in those Rules.
2. The provision of the Contestant's Personal Data is voluntary, although necessary to participate in the Contest.
3. Organiser is the data controller of the personal data collected during the Contest and processes personal data on the following legal bases: legitimate interests under art. 6.1.(f) of the GDPR and legal obligations under art. 6.1.(c) of the GDPR – where processing is necessary for compliance with legal obligations which Organiser is obliged to comply with, such as any obligations arising from the tax, accounting and customs regulations, GDPR or other legal provisions (e.g. sharing personal data with authorities).
4. To the extent required by applicable data protection regulations, the data subjects have the following rights: request to access to personal data; obtain a copy of personal data; rectify inaccurate or incomplete personal data; erase personal data; restrict the processing of personal data; portability of personal data; object to processing of personal data based on legitimate interest of Organiser relating to particular situation of the data subject.
5. The data subjects may object to processing of personal data for direct marketing purposes at any time. After receiving such a demand, Organiser shall no longer process the data for such purpose.
6. The rights described above are not absolute and are subject to such considerations as allowed under the applicable law.



7. Organiser retains the Contestant's Personal Data for as long as necessary for the purposes they were collected for, as long as necessary to safeguard Organiser rights, or as long as required by the applicable law.
8. All data subjects have the right to lodge a claim with the Polish Data Protection Authority (Prezes Urzędu Ochrony Danych Osobowych) - <https://uodo.gov.pl/>. The list of relevant Data Protection Authorities and their contact information may be found on the website: [https://edpb.europa.eu/about-edpb/board/members\\_pl](https://edpb.europa.eu/about-edpb/board/members_pl) or [https://edpb.europa.eu/about-edpb/board/members\\_en](https://edpb.europa.eu/about-edpb/board/members_en)

## § 10. INDEMNITY

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 Photograph and receiving the prize, subject to § 6 above.

## § 11. FINAL PROVISIONS

1. The Rules will be governed and construed in accordance with the Polish law.
2. The Rules come into force on October 14, 2019.
3. Each Contestant has a right to file complaints in matters connected with the Contest. The complaints can be filed up to 7 days from the date of the act being the ground of the given complaint (the date on which the person filing a complaint learnt of the act or could have learnt by acting with due diligence) – but no later than up to the 14th (fourteenth) day after the announcement of the winners. A complaint filed after this date will be disregarded.
4. A complaint should be made to the following address: [photography@cdprojektred.com](mailto:photography@cdprojektred.com). Each complaint should indicate: a) the name and surname of a person filing a complaint; b) a description of a complaint; c) the requested manner of handling the complaint.
5. Complaints will be handled within 30 (thirty) days from the day of receiving them by Organiser.
6. The Contest is not a game of chance, a lottery or any other game referred to in the Act of 19 November 2009 on Gambling Games.