CD PROJEKT S.A.
ul. Jagiellońska 74, 03-301 Warszawa | tel. +48 22 519 69 00
thewitcher.com | cyberpunk.net | cdprojektred.com

RULES OF THE GLOBAL "Cyberpunk 2077 x Secretlab Holiday Contest" CONTEST

§ 1. GENERAL PROVISIONS

1. This document ("**Rules**") describes the terms and conditions of the **"Cyberpunk 2077 x Secretlab Holiday Contest"** (further: "**Contest**").
2. We invite you (we will later refer to you also as the "**Contestant**") to create a screenshot presenting a place from Cyberpunk 2077 where the Secretlab Cyberpunk 2077 Edition gaming chair would look good using Smart Frame("**Entry**").
3. You should send us the Entry in the form of an image by quote-reposting the original post on X with the image attached, hashtags #Cyberpunk2077 and #MySecretlabHolidays, and tagging @secretlabchairs. You can find detailed submissions' requirements in § 4.
4. The Prize will be awarded to the Contestant who creates the most creative and original Entry, sends it to us during the Contest Period and submits all the other necessary information detailed in § 6 ("**Winner(s)**"). We will award a total of 1 Winner.
5. 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 99,910,510.00, further: "**we**" or the "**Organizer**").
6. The Contest is organized in cooperation with Secretlab: Secretlab SG Pte. Ltd., a company organized and existing under the laws of Singapore with registration number 201506443C, and having its registered address at 351 Braddell Road #05-02, Singapore 579713. (further: "**Partner**").

§ 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 and Partner or of theirs affiliates, subsidiaries, manufacturers, sales representatives or advertising agencies; or a member of such person's immediate family.

§ 3. CONTEST DATES

1. The Contest begins on December 12th, 2024 and ends on December 19th, 2024, 4 PM CET ("**Contest Period**").
2. Winners will be announced publicly on December 23rd, 2024 at latest.

§ 4. SUBMISSIONS

NIP: PL 734-28-67-148
Kapitał zakładowy: 100.738.800 zł (wpłacony w całości)
KRS: 0000006865, Sąd Rejonowy dla m.st. Warszawy - XIV Wydział Gospodarczy KRS

NIP: PL 734-28-67-148
Share capital: PLN 100.738.800 (paid-up)
KRS number 0000006865, District Court for Warsaw, 14th Commercial Division of the National Court Register

1. In order to participate in the Contest you have to send us your Entry in accordance with the Rules as set below.
2. Every Entry should be a screenshot taken in Cyberpunk 2077 photo mode saved in a .png or .jpg format and cannot be modified, enhanced or otherwise changed in any graphics software apart from flipping or cropping. Each screenshot should include a Smart Frame presenting another screenshot of a place where the Secretlab Cyberpunk 2077 Edition gaming chair would look good.
3. Entries that do not meet these requirements will not be taken into consideration for the purpose of the Contest.
4. Send us your Entry by quote-reposting the original post on X with the image attached, hashtags #Cyberpunk2077 and #MySecretlabHolidays, and tagging @secretlabchairs. Entries submitted in any other way do not qualify for the Contest.
5. You can send us 1 Entry. Only the first Entry you send us will qualify for the Contest, additional Entries sent by you will not be taken into consideration for the purpose of the Contest.
6. It is not permitted to make submissions on behalf of other people.
7. The Entry has to be in line with the provisions of applicable law. In particular, the Entry shall not infringe someone else's copyrights, trademarks or other Intellectual Property or personal rights.
8. The Organizer reserves the right to reject or disqualify a Contestant's Entry if:
   a) it violates the provisions of applicable law or the Contest Rules; or
   b) the Entry 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. 1 Winner will be selected by the jury consisting of the representatives of the Organizer's Community Team ("**Contest Committee**"). The Contest Committee will have at least three members, and its composition will always be odd. The Winner will be chosen by a simple majority of votes.
2. The Contest Committee will choose the Winners based on the creativity and originality of their Entry.
3. The Contest Committee's decision is final.
4. The winning Entry and names of the Winner will be published on the following social media accounts of the Organizer:
   - Official Cyberpunk 2077 X profile: https://x.com/CyberpunkGame

§ 6. PRIZES

1. The Winner will receive the following prize ("**Prize**"):
   a) Secretlab TITAN Evo Cyberpunk 2077 Edition gaming chair

      Estimated value of the Prize: €624
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.

NIP: PL 734-28-67-148
Kapitał zakładowy: 100.738.800 zł (wpłacony w całości)
KRS: 0000006865, Sąd Rejonowy dla m.st. Warszawy - XIV Wydział Gospodarczy KRS

NIP: PL 734-28-67-148
Share capital: PLN 100.738.800 (paid-up)
KRS number 0000006865, District Court for Warsaw, 14th Commercial Division of the National Court Register

4. The Winner will be informed about the Contest results via direct messages on X (please make sure you have your inbox open and check it frequently, so you won't miss the message). The message will be sent within one (1) calendar day from the day mentioned in § 3 point 2 above.
5. The Winner will have seven (7) calendar days from the day on which the results have been communicated to them in a message from the Organizer to:
    a) confirm via direct message to the Organizer on X whether they accept the Prize;
    b) provide the Organizer with a postal address to which the Prize will be sent as well as any other details required for shipping, ;
6. If the Winner fails to provide the Organizer with all the information described in point 5 (a) and (b) above 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 applicable, on Organizer's request, the Winner shall provide the Organizer with the up-to-date and valid tax residency certificate issued by his or her country of tax residence and with filled and signed beneficial owner statement (example attached in Annex A), before the Prizes are transferred.
8. The Partner will ship Prizes to the following territories: USA, Canada, European Union, United Kingdom, Singapore, Australia, and New Zealand.
9. Contestants acknowledge and accept that delivery of the Prizes to certain destinations may be significantly hampered or impossible for reasons beyond the Organizers' control.
10. In the event that the delivery address for the Prize given by the Winner is located in a territory to which delivery of the Prize is not possible or is significantly impeded for reasons beyond the Organizer's control, the Organizer shall contact the Winner in order to arrange an alternative delivery location for the Prize. The Organizer is not liable if the Winner information as provided does not match the actual recipient identification, as items may be rejected or delayed in shipping or customs.
11. Contest results will be announced via public posts on the official social media accounts of the Organizer mentioned in § 5 point 4 above no later than on a date mentioned in § 3 point 2 above.

§ 7. PRIZE-RELATED COSTS

1. The Partner 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.

NIP: PL 734-28-67-148
Kapitał zakładowy: 100.738.800 zł (wpłacony w całości)
KRS: 0000006865, Sąd Rejonowy dla m.st. Warszawy - XIV Wydział Gospodarczy KRS

NIP: PL 734-28-67-148
Share capital: PLN 100.738.800 (paid-up)
KRS number 0000006865, District Court for Warsaw, 14th Commercial Division of the National Court Register

§ 8 CONTESTANT'S OBLIGATIONS AND DECLARATIONS

1. By publishing your Entry in accordance with the Rules you (as a Contestant) confirm that you fulfil the requirements set out in the Rules.
2. By publishing your Entry, you agree that if you become one of the Winners, the Organizer may use your name, your Entry and information contained in it in announcements of the Contest results.
3. By publishing your Entry (subject to the intellectual rights to the game - Cyberpunk 2077, which are owned by the Organizer), you also declare (as long as your Entry falls under the definition of "work" as outlined in the Polish Copyright Act) that:
    - the Entry is a result of your own and independent work;
    - you exclusively own all author's personal and economic copyrights to the Entry, 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 Entry;
    - 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 Entry within any scope.

§ 9. COPYRIGHTS

1. By publishing your Entry, you (the Contestant) grant us (the Organizer), a non-exclusive, worldwide, non-transferable, royalty-free license to use the Entry for the purpose of the Contest, including providing the Entry to the Contest Committee, to the community of players, as well as publishing it on our websites. This license covers in particular the following forms of exploitation:
    - producing copies of the Entry using all techniques;
    - distribution and dissemination of the Entry in all channels;
    - making the Entry available in a manner allowing any person to access the Entry 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 Entries of Winners;
    b. will be terminated immediately if the Contestant does not become a Winner on the announcement day referred to in § 3 point 2 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. 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 Winners - also in order to receive the Prizes.
3. We may process the following personal data of yours:

NIP: PL 734-28-67-148
Kapitał zakładowy: 100.738.800 zł (wpłacony w całości)
KRS: 0000006865, Sąd Rejonowy dla m.st. Warszawy - XIV Wydział Gospodarczy KRS

NIP: PL 734-28-67-148
Share capital: PLN 100.738.800 (paid-up)
KRS number 0000006865, District Court for Warsaw, 14th Commercial Division of the National Court Register

4. Contestant: name and surname or nick/pseudonym, email address, any other personal data included in the Entry (if applicable), information provided within the course of communication with the Organizer (if applicable);
5. Winner: name and surname or nick/pseudonym, correspondence 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).
6. Your personal data will be processed for the purpose of carrying out the Contest in which you participate, in particular for the purpose of assessing submissions, awarding Prizes, announcing results, communicating with the Contestants and providing the Winners with Prizes.
7. To enable the shipment of the Prizes, we will need to make your personal data available to our Partner. You can find information on how it will process your personal data at this link: https://assets.secretlab.co/docs/2024-06-26/privacy_statement/privacy-statement_SG.pdf
8. 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 detailed information on how we process your personal data in our Privacy Policy available here.

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

§ 12. FINAL PROVISIONS

1. The Rules are published in the following language versions: English.
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 12th.

NIP: PL 734-28-67-148
Kapitał zakładowy: 100.738.800 zł (wpłacony w całości)
KRS: 0000006865, Sąd Rejonowy dla m.st. Warszawy - XIV Wydział Gospodarczy KRS

NIP: PL 734-28-67-148
Share capital: PLN 100.738.800 (paid-up)
KRS number 0000006865, District Court for Warsaw, 14th Commercial Division of the National Court Register

ANNEX A – Beneficial Ownership Statement (example)

I, _____[1], confirm that I should be considered as a beneficial owner of the Prize within the meaning of the OECD Model Tax Convention on Income and on Capital. In particular I:

i. 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,
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 applicable double tax treaty.

All of the conditions above are met jointly.

I undertake to inform the Organizer immediately if any of the above changes.

Winner:_____.

Date of signature, signature of the Winner

[1] Please indicate the Winner's name and surname.
[2] Please indicate the Winner's country of tax residence.

NIP: PL 734-28-67-148
Kapitał zakładowy: 100.738.800 zł (wpłacony w całości)
KRS: 0000006865, Sąd Rejonowy dla m.st. Warszawy - XIV Wydział Gospodarczy KRS

NIP: PL 734-28-67-148
Share capital: PLN 100.738.800 (paid-up)
KRS number 0000006865, District Court for Warsaw, 14th Commercial Division of the National Court Register