



## RULES OF THE GLOBAL Photo Mode Challenge — Phantom Liberty Edition CONTEST

### § 1. GENERAL PROVISIONS

1. This document (“**Rules**”) describes the terms and conditions of the “**Photo Mode Challenge — Phantom Liberty Edition**” **Contest** (further: “**Contest**”).
2. We invite you (we will later refer to you also as the “**Contestant**”) to capture a particular Night City theme (“**Category**”) using the in-game Photo Mode (“**Entry**”). The Categories are as follows:
  - a. Netrunning.
  - b. Car chases.
  - c. Dogtown.
3. You should send us the Entry in the form of a picture saved in .png or .jpg via website: [cyberpunk.net/photo-mode-challenge](http://cyberpunk.net/photo-mode-challenge). You can find detailed submissions’ requirements in § 4.
4. The Prizes will be awarded to the Contestants who create the most creative and original Entries, send them to us during the Contest Period and submit all the other necessary information detailed in § 6 (“**Winner(s)**”). We will award a total of 3 Winners per Category, for a total of 9 Winners.
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 100,738,800.00, further: “**we**” or the “**Organizer**”).
6. The Contest is organized in cooperation with:
  - a. 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
  - b. Secretlab SG Pte. Ltd., a company organised and existing under the laws of Singapore with registration number 201506443C, and having its registered address at 351 Braddell Road #05-02, Singapore 579713which are further called “**Partners**”.

### § 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. CONTEST DATES

1. The Contest begins on 28.09.2023 and ends on 19.10.2023 at 4:00 PM CEST (“**Contest Period**”).



2. All qualified Entries shall be published on the contest's website: [cyberpunk.net/photo-mode-challenge](https://cyberpunk.net/photo-mode-challenge).
3. Winners will be announced publicly on 19.11.2023 at the latest.

#### § 4. SUBMISSIONS

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. Entries which do not meet these requirements will not be taken into consideration for the purpose of the Contest.
3. Send us your Entry via the form available at [cyberpunk.net/photo-mode-challenge](https://cyberpunk.net/photo-mode-challenge). Entries submitted in any other way do not qualify for the Contest.
4. You can send us 1 Entry per Category. 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.
5. It is not permitted to make submissions on behalf of other people.
6. 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.
7. 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. The Winners will be selected by the jury consisting of the members of Community teams and In-game Photography teams of the Organizer ("**Contest Committee**");
2. The Contest Committee will choose the Winners based on their creativity, originality, and compliance with the Category of their Entry.
3. The Contest Committee's decision is final.
4. The winning Entries and names of the Winners will be published on the following social media accounts of the Organizer:
  - Official website of the contest: [cyberpunk.net/photo-mode-challenge](https://cyberpunk.net/photo-mode-challenge)
  - Official Organizer's forums: [forums.cdprojektred.com/](https://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>
  - Official Cyberpunk 2077 Discord server: [discord.gg/cyberpunkgame](https://discord.gg/cyberpunkgame)

#### § 6. PRIZES

1. The Winners will receive the following prizes ("**Prizes**"):
  - a) 1st place



- a. NVIDIA GeForce RTX 4090
- b. Cyberpunk 2077 Collector's Edition statue
- c. Xbox Design Lab Elite Series 2 Controller — Inspired by Cyberpunk 2077: Phantom Liberty

The estimated retail value of the 1st place Prizes is around 1,811 USD

b) 2nd place

- a. Cyberpunk 2077 TITAN Evo chair + SKINS of your choice (Cyberpunk 2077, Lucy or Rebecca)
- b. Cyberpunk 2077 Collector's Edition statue
- c. Xbox Design Lab Elite Series 2 Controller — Inspired by Cyberpunk 2077: Phantom Liberty

The estimated retail value of the 2nd place Prizes is around 811 USD

c) 3rd place

- a. Cyberpunk 2077 Collector's Edition statue
- b. 300 USD voucher to the CDPR Gear
- c. Xbox Design Lab Elite Series 2 Controller — Inspired by Cyberpunk 2077: Phantom Liberty

The estimated retail value of the 3rd place Prizes is around 511 USD

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 or Category.
4. The Winners will be informed about the Contest results via direct messages on the email addresses they used to submit the Entries (please make sure you check your email, so you won't miss the message). The message will be sent within (7) calendar days from the day mentioned in § 3 point 2 above.
5. Each 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 whether they accept the Prize;
  - b) provide the Organizer with a postal address to which the Prize will be sent;
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. Contest results will be announced via public posts on the official social media accounts and contest website of the Organizer mentioned in § 5 point 4 above no later than on a date mentioned in § 3 point 3 above.

## § 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.

## § 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 nickname, your Entry and information contained in it in announcements of the Contest results.
3. By publishing your Entry, you also declare 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 3 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:
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. 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 [https://regulations.cdprojektred.com/privacy\\_policy](https://regulations.cdprojektred.com/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 Entry and receiving the Prize, subject to § 7 above.

## § 12. 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, Arabic.
2. The Organizer declares that the Contest is in no way sponsored, endorsed or administered by, or associated with, the owners of the social media platforms indicated in § 5 point 4 above. Therefore, each Contestant releases these entities from any and all responsibilities regarding the Contest.
3. The Rules are governed and construed in accordance with 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 28.09.2023.



## ANNEX A – Beneficial Ownership Statement (example)

I, \_\_\_\_\_<sup>1</sup>, 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 \_\_\_\_\_<sup>2</sup> 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*

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<sup>1</sup> Please indicate the Winner's name and surname.

<sup>2</sup> Please indicate the Winner's country of tax residence.