



**#SharePoland**



## **I. GENERAL PROVISIONS**

1.1. These Terms and Conditions define the terms on which the competition under the name of '#SharePoland', hereinafter the 'Competition', is held.

1.2. Prior to joining the Competition, any Participant shall be obliged to read the provisions of these Terms and Conditions of the Competition. Upon joining the Competition, the Participant undertakes to comply with the provisions of these Terms and Conditions. Any default by the Participant on that undertaking shall constitute the basis for the Organiser's refusal to issue the prize to the Participant.

1.3. Vice Poland sp. z o. o. with its registered seat in Warsaw, ul. Mazowiecka 9, 00-048 Warszawa, registered in the District Court for the capital city of Warsaw, 12th Commercial Department of the National Court Register, under no. KRS 0000566046, hereinafter the 'Organiser', is the Organiser of '#SharePoland' Competition, the owner of in-kind prizes and the party issuing the prizes and settling taxes due thereon.

1.4. The party commissioning the delivery of the Competition is Polska Organizacja Turystyczna (hereinafter the Polish Tourist Organisation) with its registered seat in Warsaw, ul. Chałubińskiego 8, 00-613 Warszawa, holding tax identification number NIP 525-21-50-196 and business statistical number REGON 016213775.

1.5. The Competition is organised by the Organiser within the territory of the Republic of Poland from 18 July 2016 until 7 August 2016.

1.6. The purpose of the Competition is to encourage foreign tourists/pilgrims visiting Poland on the occasion of the World Youth Day to share impressions from their stay in Poland and to obtain recommendations in the form of photographs and videos.

1.7. The Organiser wishes to inform that the Competition is not sponsored, supported, administrated by or associated with Instagram or Twitter. Instagram and Twitter are registered trademarks of Instagram, Inc. and Twitter Inc., respectively. The information provided by the persons participating in the Competition shall be the information made available to the Organiser and not to Twitter or Instagram. That information shall be used exclusively for the purpose of the delivery of the Competition.

1.8. The employees of the Polish Tourist Organisation, the Organiser, and the entities and employees of the entities providing services to the Organiser within the scope of organisation of the Competition under civil law contracts, in particular the employees of the Advertising Agencies involved in the development and delivery of the Competition as well as the members of the immediate family (spouses, ascendants, descendants and siblings) of the aforementioned persons shall not be eligible for participation in the Competition.

1.9. These Terms and Conditions shall be made available to all potential Participants at



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[www.share.poland.travel](http://www.share.poland.travel). In the event of discrepancies, the Polish language version shall prevail.

1.10. The Competition is not a game of chance within the meaning of the Act on Games of Chance of 19 November 2009 (Journal of Laws of 2016 Item 471, as amended). The Organiser is the party making a public oath within the meaning of Article 919 of the Polish Civil Code.

## **II. DEFINITIONS**

2.1. Competition – shall mean the ‘#SharePoland’ Competition organised by the Organiser over the period and on the terms specified in the Terms and Conditions.

2.2. Terms and Conditions – shall mean the Terms and Conditions of the Competition defining the rules and course of the Competition as well as the rights and obligations of the Organiser and of the Participants of the Competition.

2.3. Instagram – shall mean a photography social media site and Twitter – shall mean a social media site.

2.4. Participant – shall mean any Participant of the Competition who fulfils the criteria specified in Section 3.1. of the Terms and Conditions and who has correctly and validly applied for participation in the Competition, i.e. has uploaded to Instagram or Twitter a photograph or video in which the Participant holds all rights and marked it with #SharePoland hashtag, not earlier than on the start day of the Competition.

PLEASE NOTE: Participation in the Competition shall be conditional upon inclusion of #SharePoland hashtag in the description accompanying the uploaded photograph or video.

2.5. Competition Assignment – shall mean the assignment consisting in uploading a photograph or video presenting Poland not longer than 1 minute to the Participant’s Instagram or Twitter profile and marking it with #SharePoland hashtag.

2.6. Work – shall mean any photograph or video uploaded to Instagram or Twitter entered in the Competition and marked with #SharePoland hashtag.

2.7. Competition Committee – shall mean a three-person Committee established by the Organiser to oversee the efficient delivery of the Competition and to perform all assignments commissioned thereto by the Organiser, as described in the Terms and Conditions, in connection with organisation of the Competition, including selection of a maximum of 15 photographs for the calendar (the additional prize referred to in Section 5.6. of the Terms and Conditions) on the terms specified in the Terms and Conditions.

2.8. Duration of Competition – shall mean the period running from 18 July 2016 until 7 August 2016.



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### **III. PARTICIPANTS OF COMPETITION**

3.1. Only natural persons may participate in the Competition who, at the time of joining the Competition:

- a) have turned 18 years of age;
- b) have full capacity to perform acts at law;
- c) hold an active Instagram and/or Twitter account;
- d) have accepted the Terms and Conditions and the Privacy Policy; and
- e) have made the Work public in line with the rules of the Competition.

### **IV. COURSE AND RULES OF COMPETITION**

4.1. The Competition shall be held from 18 July 2016 until 7 August 2016, local time (Poland), with the date of publication of the Work signed with the #SharePoland hashtag on Instagram and/or Twitter being the date of entry of the Work in the Competition.

4.2. The Organiser reserves the right to change the duration of the Competition.

4.3. Inclusion of #SharePoland hashtag in the description accompanying the photograph or video presenting Poland shall mean participation in the Competition. Participation in the Competition shall be tantamount to acknowledgement of the Terms and Conditions and their acceptance without reservation and to the Participant's undertaking to comply with the rules defined therein.

4.4. The Works entered in the Competition must comply with all applicable regulations, in particular:

- a) No Work shall feature offensive, defamatory, xenophobic or revisionist content or harm another person's reputation;
- b) No Work shall condone discrimination of or hatred against any person or persons on the grounds of their parentage, ethnic identity, nationality, race or creed;
- c) No Work shall pose a threat to any person or group of persons;
- d) No Work shall feature any content of pornographic or paedophile nature or other content violating the moral rules;
- e) No Work shall encourage commission of any offence, crime or act of terrorism, or promote



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war crimes or crimes against humanity;

- f) No Work shall encourage anyone to commit suicide;
- g) No Work shall feature any content of political nature;
- h) No Work shall promote any commodities obtained illegally or in violation of applicable regulations;
- i) No Work shall contain any personal data such as the name and surname, address, phone number or email address; and
- j) No Work shall infringe any rights in trademarks or protected symbols, copyright or personal rights nor shall it contain any brands, images or surnames of famous personalities or any other content protected by intellectual property rights.
- k) The Work must comply with the terms and conditions of use of Instagram and Twitter.

#### 4.5. Use of Works

The Participants entering the Works in the Competition shall simultaneously grant the Polish Tourist Organisation, irrevocably and free of charge, the right to use the Works on multiple occasions with the help of IT devices or means of mass communication for marketing purposes in line with Appendix No. 1 as the condition for collecting the Prize.

Furthermore, each Participant shall grant the Organiser a non-exclusive license with the right of substitution to use the photographs and videos across the following fields of exploitation: worldwide as regards multiplication and uploading of the Works to the Internet sites such as, for instance, Facebook, Instagram and the Organiser's websites.

Entry of a Work in the Competition shall be tantamount to the granting of the license. Such license shall not be geographically restricted and shall be granted free of charge and for an unlimited time.

Furthermore, the Participants of the Competition shall declare, when entering the Works in the Competition that they hold full copyright in the Works made public by them in the Competition and the right to use the image of the third parties appearing in those Works.

Should any claims be lodged by third parties as a result of a breach of their rights in the photographs, the Participant undertakes to promptly clarify any issues and to fight such claims at the Participant's own expense and risk, and further undertakes to cover any and all potential losses sustained by the Organiser, including all expenses and fees, including any court and attorneys' fees, and to redress any and all other losses arising from the aforementioned third party claims.

## V. PRIZES

5.1. The Organiser of the Competition envisages the handover of the following prizes in the



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Competition: one first Prize, one second Prize and one third Prize (the 'Prizes').

5.2. The Prizes listed in these Terms and Conditions shall in no case be convertible to cash or any other form of gratification.

5.3. The first Prize shall be:

a 7-day stay in Wielkopolska region (a tour arranged on the basis of the Organiser's programme) between 1 June 2017 and 31 August 2017, the exact dates to be selected not later than 5 days after notification of the award of the Prize along with return plane tickets for 2 persons departing from any European city operating a direct flight connection to Poznan, of the total value of 8000 PLN.

5.4. The second Prize shall be the Nikon D5500 camera with the 18-140 mm Nikkor AF-S DX f/3.5-5.6G ED VR lens worth 2999 PLN.

5.5. The third Prize shall be the GoPro Hero 4 Black video camera worth 1899 PLN.

5.6. The Organiser envisages additional prizes for the Participants of the Competition selected by the Competition Committee in the form of a calendar featuring the photographs distinguished in the Competition by the Competition Committee and the photographs of the Partner Region. The additional Prizes shall be awarded to the Participants whose photographs have been distinguished by the Competition Committee.

5.7. One Participant of the Competition may receive 1 (one) Prize only in the Competition.

5.8. Collection of a prize shall be dependent upon transfer of the author's economic rights in the Works entered in the Competition, in compliance with the provisions of Section 4.5. of the Terms and Conditions.

5.9. Every Participant who receives the Prize specified in Sections 5.3., 5.4. and 5.5. shall also be awarded by the Organiser a cash prize in the amount of 11.11% of the value of a given Prize that is intended for settlement of the applicable personal income tax.

5.10. The Organiser shall collect tax on the awarded Prizes in compliance with the applicable regulations, net of any foreign taxes or customs duties.

## **VI. ANNOUNCEMENT OF THE OUTCOME AND RULES OF AWARD AND ISSUANCE OF PRIZES**

6.1. The number of the votes cast/likes posted in favour of the entered photograph or video, regardless of its thematic scope, shall be decisive in winning the Competition. The Prizes shall be awarded to the Participants whose photographs or videos received the highest number of votes/likes. In the case of equal numbers of votes cast, the vote cast by the Committee shall be decisive.



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6.2. The outcome of the Competition shall be published at [www.share.poland.travel](http://www.share.poland.travel) not later than 31 August 2016. The winner shall not be entitled to any remuneration in consideration of publication of his or her data and of his or her winning Work.

6.3. Each of the Competition's winners shall be notified of the award of the Prize via Instagram or Twitter by means of a commentary displayed under the photograph or video on the Participant's profile.

6.4. In order to collect the Prize, the Participant must follow the instructions given in the notification and complete the form by providing all required information within 3 days of the notification. Furthermore, the Organiser shall have the right to request additional information such as, for the Polish residents, NIP tax identification number, address of the Tax Office and PESEL personal identification number required for issuance of the Cash Prize intended for settlement of due taxes.

6.5. Additionally, the Organiser shall send to the Participant a declaration of the Participant's consent to transfer of the author's economic rights. Collection of the Prize shall be conditional upon the signing and delivery to the Polish Tourist Organisation of the declaration within 30 days of the date of its collection (within 7 days – the posting of the scanned document with the original signature). In the event of the Participant's failure to sign and deliver the declaration to the Polish Tourist Organisation, the Organiser reserves the right to hand the Prize over to the next person in the order consistent with Section 6.1. The Prizes cannot be combined and each winning Participant shall receive the relevant Prize of a higher level.

6.6. In the event of detection of any practises violating the Terms and Conditions or unlawful attempts at influencing the award of the Prizes, the Participant involved shall be excluded from the process of award of the Prizes. The excluded Participants do not have to be notified of such decisions.

6.7. The Organiser shall not be liable for the Organiser's inability to hand over any of the Prizes for the reasons resting with the Participant, in particular in the case of the Participant's failure to indicate the dates of the Participant's stay in Poland within the scope of the awarded Prize referred to in Section 5.3. within the time limit set in Section 5.3., the Participant's failure to provide his or her personal data or provision of incorrect personal data or change of the Participant's data of which the Organiser has not been advised, or in the case of the Participant's default upon the terms referred to in the Terms and Conditions.

6.8. The winner shall contact the Organiser of the Competition by means of private messages posted on Instagram or Twitter containing the following data:

- a) name;
- b) surname;
- c) correspondence address;



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- d) phone number; and
- e) email address.

6.9. By providing their personal data, the Participants grant their consent to collection and processing of those data by the Organiser, in compliance with the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2016 Item 922, as amended), for the purposes of delivery of the Competition, including selection of the winners, handover of the Prizes, delivery of the Prizes and announcement of the outcome of the Competition. Provision of the personal data referred to in Sub-Section 6.11. below required for participation in the Competition, selection of the winners, delivery and handover of the Prizes shall be voluntary; however, the Participant's failure to provide the same shall render impossible the Participant's participation in the Competition and handover of the Prize. Every Participant of the Competition shall have the right to view, correct and delete his or her personal data.

6.10. The Organiser shall have the right to make the Participant's personal data available to the persons and entities cooperating with the Organiser in delivering the Competition for the purpose of delivery of the Competition, including selection of the winners as well as delivery and handover of the Prizes.

6.11. Collection of the Prize shall be conditional upon provision of any and all data, including, but not limited to, the name, surname, correspondence address, email address and telephone number requested by the Organiser of the Competition, as well as submission the declaration of the Participant's consent to the use and processing by the Organiser of the aforementioned personal data for the purposes of the issuance of the Prize in the Competition and marketing of the services provided by the Organiser in compliance with the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2016 Item 922).

## **VII. INCOME TAX**

7.1. The Prizes received by the Participants of the Competition who are Polish residents shall constitute income associated with participation in the Competition within the meaning of Article 30 Section 1 item 2 of the Act of 26 July 1991 on Personal Income Tax (consolidated text in Journal of Laws of 2012 Item 361, as amended) (hereinafter the 'Personal Income Tax Act'). For non-residents, tax dues shall be settled in compliance with Article 42 Section 2 item 2 of the Personal Income Tax Act.

7.2. Should a Participant of the Competition win one of the Prizes referred to in Part V of the Terms and Conditions, the Organiser shall collect the tax due referred to in Section 7.1.

7.3. The Organiser of the Competition shall charge and pay tax dues to the competent tax office (in compliance with Article 41 Section 4 or Article 42 Section 2 of the Personal Income Tax Act).

7.4. Prior to collection of the Prize, the Participant of the Competition undertakes to provide the



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Organiser of the Competition with complete and accurate data needed for completion of the declaration concerning settlement of tax dues. The Participant's failure to provide those data within the set time limit shall authorise the Organiser to refuse issuance of the Prize.

7.5. The Organiser shall not pay any other taxes or customs duties on behalf of the Participant.

## VIII. COMPLAINT PROCEDURE

8.1. The Organiser does not envisage any procedure for handling complaints relating to the course of the Competition.

## IX. FINAL PROVISIONS

9.1. The Organiser shall not be liable for the individual settings (hardware and software configurations) of the devices with the help of which the users participate in the Competition.

9.2. The Organiser does not undertake to reimburse the cost of participation in the Competition.

9.3. These Terms and Conditions shall be the only document defining the rules of participation in the Competition.

9.4. The Organiser reserves the right to amend the Terms and Conditions on the condition that such amendments do not render the terms of participation in the Competition less attractive. Such amendments shall be announced through explicit designation in the Terms and Conditions published at [www.share.poland.travel](http://www.share.poland.travel).

9.5. All disputes relating to the Terms and Conditions shall be resolved in compliance with the laws of Poland. Such disputes shall be resolved by the Polish common court having jurisdiction over the Polish Tourist Organisation.

### Appendix No. 1

Declaration of transfer of the author's economic rights in the photograph or video entered in the #SharePoland Competition

1. The Participant hereby transfers to the Organiser any and all (full) author's economic rights to use the photograph or video (the 'Work') without limits in time and territory, on exclusivity basis, and for an indefinite period of time, and rights to dispose of the same, both domestically and abroad, as the condition of collection of the Prize in the „#SharePoland” Competition together with the right to further transfer those rights to the other persons and the right to exercise derivative copyright.





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2. The Organiser hereby acquires full (all) author's economic rights to dispose of and use the Work across the fields of exploitation listed below, both visual and audio-visual, in particular:
  - a) as regards fixation and multiplication – production by means of any technique, including, but not limited to, printing, reprographic, magnetic storage and digital technique, as well as in a cinema, on television, the Internet, radio and in other audio-visual formats;
  - b) as regards trading in the original or copies – marketing, lending for use, rental or lease of the original or copies;
  - c) marketing of the media carrying the recorded Work as well as book publishing;
  - d) entry of the recordings of the Work in the memory of computers or servers of IT networks, including the generally accessible ones such as the Internet and making such recordings of the Work available to the users of such networks, in particular the social media;
  - e) transfer or transmission of the recordings of the Work between computers, servers, users and other recipients by any means or using any technique (including via cable or wireless and terrestrial or satellite networks);
  - f) public reproduction and screening of the Work;
  - g) multiple broadcasting or emission, by means of cable and wireless television or radio, using a terrestrial or satellite or another communication system, of the Work, independently or as part of another audio-visual work, worldwide;
  - h) granting of permission to the broadcasting of the Work by television or radio organisations, including granting of permission to its dissemination or distribution within cable networks or by operators of digital platforms;
  - i) making of the Work available to the general public, both against payment and free of charge, in such manner that each person can have access thereto at a place and time of their choosing, including making of the Work available within telecommunication and computer networks or in connection with provision of telecommunication services, also with the use of interactive services to that end;
  - j) use of the Work in full or in excerpts, also as a part of a compilation or in combination with the other works/artistic performances, supplemented with commercial, promotional or advertising content, or as such content; and
  - a) merchandising, including commercial use of the Work.
3. The Participant declares that the created works shall not be burdened with any third party rights and, specifically, that the use of such works by the Organiser shall not violate any intellectual property rights, including third party copyright.
4. The Participant shall be liable to the Organiser for any and all legal defects in the Work, in particular third party claims arising from breaches of intellectual property rights.
5. Should any third parties lodge complaints against the Organiser on account of the copyright or other rights, the related liability shall be assumed by the Participant who undertakes to reimburse the Organiser with any and all costs and amounts awarded on that account from the Employer to third parties.