

# Rules of the prize contest titled "Electronics for every day!"



1. The organizer of the contest titled "Electronics for every day!" (hereafter referred to as: "the Contest") is Transfer Multisort Elektronik Ltd., with registered office at no. 41 Ustronna street, 93-350 Łódź, Poland; registered in the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź XX Commercial Division under the NCR number 0000165815, Tax ID 729-010-89-84, Regon (Enterprise ID) 473171710, and share capital: PLN 3,300,000 PLN (hereafter referred to as: "TME").
2. The Contest runs from 5 October 2015 from 00:00 hour to 31 October 2015 to 23:59 hours.
3. You can enter the Contest at any time.
4. Participation in the Contest is free and voluntary.
5. The Contest entails sending to the email address [image@tme.eu](mailto:image@tme.eu) a picture taken by the participant related to the topic of electronic and electro-technical components, workshop equipment or industrial automation along with a short description of what it depicts, while fulfilling the formal requirements specified in this Rules. TME will select 13 pictures from all photographs entered into the contest that meets the criteria stipulated in the Rules, which in the opinion of the Contest Committee are more interesting, creative and unique.
6. The Contest is open to persons 18 years of age with full legal capacity (hereafter referred to as: "Participant") who meets the following conditions:
  - a. The Participant has read and accepted the Rules, together with Annexe no. 1;
  - b. The Participant is a natural person:
    - a customer of at least one of the following companies: TME Czech Republic s.r.o., TME Hungary Kft., Transfer Multisort Elektronik s.r.l., TME Slovakia s.r.o., TME Germany GmbH, Transfer Multisort Elektronik S.L.U, hereafter, each of which is individually referred to as the "Company", and jointly as the "Companies" or
    - an employee of a natural person engaged in business activity, who is a customer of at least one of the companies or
    - an employee or partner, or a member of the body of the entity, which is a client of at least one of the companies (including companies, associations, foundations);
  - c. The Participant is domiciled in the territory of the state where the company has a head office, and who is a customer, an employee, a partner or a member of the customer's governing body.
  - d. The participant or members of his immediate family are not under an employment relationship with any of the companies, which is a customer. By members of immediate family, mentioned above, it is understood as: ascendants, descendants, siblings, spouses, parents and siblings, spouses, persons in an adoptive relationship, as well as under custody or guardianship;
  - e. the photograph entered for the Contest is made by a Participant using techniques of digital photography;
  - f. the photograph entered for the Contest is the result of the individual creative work of the Participant;
  - g. The participant is entitled to full moral and property rights to the submitted photos;
  - h. moral and property rights of the Participant to the submitted photos are not in any way restricted or encumbered;
  - i. the photograph entered for the Contest does not violate any third party rights, including copyrights and personality rights of third persons;
  - j. the photograph entered for the Contest does not immortalize the image of any person;
  - k. the photograph entered for the Contest has not been previously published.
7. Proper submission of the photograph is done via e-mail sent to [image@tme.eu](mailto:image@tme.eu) from 5 October 2015 from 00:00 hours to 31 October 2015 until 23:59 hours containing:

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- a. a photograph with a minimum resolution of 10 Mpix and maximum file size of 10 MB in the jpg format;
  - b. a short description of what the photograph depicts;
  - c. Participant's data: customer number, which is used when making purchases in the Company or name, address and tax identification number of the company, name of the Participant, name of the State in which the Participant is domiciled or e-mail address to which TME shall refer correspondence relating to the Contest, whereby date of submission is acknowledge as the date and time the email reaches the mailbox of TME.
8. Only correctly, submitted photographs shall take part in the Contest.
9. Photographs entered for the Contest must be unique, created especially for the needs of the Contest. Photographs already available in the Internet or other websites shall be disqualified. Photographs with themes that are offensive, vulgar, Nazi allusions, insulting to religious sentiments etc., shall not be taken into consideration in the Contest.
10. Any digital modifications (photomontage) for the purpose of the Contest shall be disqualified.
11. Each participant can only enter on photograph for the Contest. Where more than one photograph is entered for the contest, the first photograph submitted by the Participant will take part in the Contest, according to the order of submission.
12. If more than one photograph is submitted in a single e-mail, all the photographs will be disqualified and none of them will take part in the Contest.
13. One entry cannot contain more than a photograph of one Participant.
14. A Participant can withdraw at any stage of the Contest by submitting an appropriate written statement. The resignation is binding on TME upon receipt of the declaration.
15. Entering for the competition means acceptance of the provisions contained in the Rules and Annexe no. 1.
16. A Contestant acting in contrary to the principles specified in these Rules may be disqualified by TME or denied the rights to receive the prize.
17. TME is entitled to exclude a Participant with immediate effect from participation in the Contest, as well as refuse the award of a prize if the Participant provided false or incomplete information required and necessary for award of the prize.
18. By entering a photograph for the Contest, the Participant undertakes prior to the expiry of the prize award deadline to conclude a contract of transfer to TME property rights of the winning photograph on terms set out in Annexe no. 1 of these Rules.
19. By entering a photograph for the Contest, the Participant consents to the publication by TME, in the event of a winning a prize, the personal data of the Participant i.e. name and surname on the website [www.tme.eu](http://www.tme.eu) as well as in other places and forms (along with the award-winning photograph), including printed form, especially in leaflets, catalogues, calendars, press ads, for promotional, advertising and marketing purposes of TME and the Companies.
20. TME shall appoint a three-person committee (hereafter referred to as the "Contest Committee", which from all properly submitted photographs, will choose the 13 most interesting, most inventive and unique photographs, taking into account among others their conformity with the theme of the Contest, content, composition and artistic value.
21. To ensure the impartiality of the Contest Committee, photographs entered for the Contest shall be made anonymous before the committee.
22. The author of each photograph chosen by the Contest Committee shall receive a prize in the form of a Lenovo A7-10F MT8127 tablet PC together with a 32 GB memory card and a dedicated case of total value 462,60 PLN.
23. For each non-cash prize indicated in section 22 above, a supplementary cash prize shall be granted in the amount of 51 PLN (fifty-one Polish zloty), i.e. in the amount of the income tax

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due from the prizes, which is not subject to payment but shall be used to cover the tax in question.

24. TME does not provide for the possibility to exchange the prize for its equivalent in cash.
25. The Participant is not entitled to demand an exchange of the prize for another, and is not entitled to transfer the claim to the prize to a third party.
26. Entering a photograph for the Contest indicates that the Participant has agreed to the first public sharing of the submitted photograph notified and consents to its distribution.
27. **Information on the results of the Contest will be published at [www.tme.eu](http://www.tme.eu) until 13 November 2015.** We shall publish the names and surnames of Participants whose photographs have been awarded. Each winning participant shall be notified electronically.
28. The prerequisite for handing over the prize to the Participant, whose photograph has been awarded, is the conclusion of an agreement for transfer of the property copyrights of the prize-winning photograph to TME on the terms set out in Annexe no. 1 of the Rules. Following announcement of the results of the Contest, TME will provide the text of the contract to the Participants according to the model constituting Annex no. 1 to the Rules, which the Participant should sign and send at its cost to the head office of TME. The prize will constitute remuneration for the transfer of property copyrights of the prize-winning photographs.
29. The prize will be sent to the winning Participant by courier to the address indicated in the territory of the state where is located the head office of the Company, of which he is a customer, an employee, a partner or a member of the customer's governing body, within 14 days upon provision by the Participant of a mailing address to which the prize should be sent and upon fulfilment of the conditions referred to in paragraph. 28 above.
30. The prize is treated as income of the Participant from other sources within the meaning of the Polish Act of 26 July 1991 on Personal Income Tax (consolidated text of the Journal of Laws of 2012, item 361 as amended) and is subject to income tax on natural persons. The award will be issued to the Participant in accordance with the provisions of this Act. TME is responsible for paying the tax due on the prize to the Polish tax authorities.
31. TME reserves the right to refrain from the use of the photographs in spite of the reward.
32. TME is the administrator of the personal data of the Participants of the Contest. Personal data of the Participants of the Contest: name and surname, e-mail address, and in the case of prize-winning Participants: name of parents, date and place of birth, tax identification number and country of issue, type of tax identification number, type and number of personal ID number, Participant's residential address, shall be processed to the extent necessary for the organization of the Contest (in the scope and purposes of conducting the Contest, including announcement of the results, issuing of the prizes, as well as accounting and tax reporting). Each Participant of the Contest has the right to access his or her personal data and to correct them; as well as the right to control the data and other rights provided by the law on personal data protection. The provision of personal data in connection with participation in the Contest is voluntary; however, failure to provide data makes it impossible to participate in the Contest.
33. By entering a photograph for the Contest, the Participants consent to the processing of their personal data to the extent necessary for the organization and conduct of the Contest for the purpose and scope specified in point 32 above.
34. Upon conclusion of the Contest and issuing prizes to Participants whose photographs were rewarded, TME shall delete all e-mails along with attachments sent for the Contest, and destroy all unrewarded photographs and their printouts.
35. TME reserves the right to modify the provisions of these Rules for valid reasons, provided such changes do not violate the rights of the Participants of the Contest. Any modifications made to the provisions of the Rules shall contain an appropriate Annex to the Rules, which will constitute an integral part of these Rules.

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36. In matters not governed by these Rules, the appropriate provisions of the Polish law shall apply, in particular the provisions of the Civil Code.
37. These Rules shall enter into force on 5 October 2015 and is available at the registered office of TME, as well as its website [www.tme.eu](http://www.tme.eu), in the field "Events".

## Annexe no. 1 to the Rules of the Contest "Electronics for every day!"

### SPECIMEN AGREEMENT

#### Agreement for transfer of copyrights for the prize-winning photograph

concluded between:

**TRANSFER MULTISORT ELEKRONIK Ltd in Łódź** at no. 41 Ustronna street, 93-350 Łódź (Poland), entered into the register of enterprises held by the District Court for Łódź - Śródmieście in Łódź, XX Division of the National Court Registry under the NCR number 0000165815, share capital of 3,300,000 PLN, Tax ID 729-010-89-84, represented by: .....

hereafter referred to as **TME**,

and

Mr/Ms ..... resident in ....., date of birth:....., Place of birth:....., father's name:....., mother's name:....., Tax ID....., country of issue and type of Tax ID ....., type and number of personal ID

....., hereafter referred to as **Participant**.

### § 1

1. The Participant declares that he independently produced the photograph, constituting Appendix 1 to this Agreement, hereafter referred in the agreement as the "Work", which was rewarded in the contest titled "Electronics for every day" organized by TME (hereafter referred to as the "Contest"), and has all rights, including copyrights to the Work, which are in no way encumbered.

2. In addition, the Participant declares and guarantees that:

- a) the Work has never been previously published;
- b) no third party holds a licence authorizing its use no such licence on the work shall be issued to a third party in the future;
- c) The Participant shall have the exclusive right to grant permits for disposal and use of Work.

### § 2

1. Under this Agreement, the Participant transfers to TME, upon receiving the prize referred to in § 3 of the Agreement, without a separate payment, all copyrights to the Work, without any time and territorial limits on all known areas of exploitation at the time of conclusion of the Agreement in particular, those referred to in Article 50 of the Law of 4 February 1994 on copyright and related rights (i.e. Journal of Law of 2006, No. 90, item 631 as amended), including, in particular the following rights:

- a. recording and reproduction of the Work using any technique, including printing, reprographic, magnetic storage and digital techniques in unlimited number of copies and on various types of storage devices;
- b. entering the Work into computer memories and servers of computer networks, including those publicly available;
- c. sale of copies on which the Work is recorded, in particular the rights to trade, lend or lease copies of the Work.
- d. distributing the Work otherwise than those specified in points a-c, in particular the rights to public exhibition or display of the Work, as well as the rights

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to public sharing of the Work in such a way that everyone can have access to it at a place and time of their choice, especially on the websites of TME and its subsidiaries: TME Czech Republic s.r.o., TME Hungary Kft., Transfer Multisort Elektronik s.r.l., TME Slovakia s.r.o., TME Germany GmbH, Transfer Multisort Elektronik S.L.U, hereafter collectively referred to as the "Companies", and moreover all forms of Internet transmission and dissemination via telephone networks, in particular via a mobile phone and other digital devices;

- e. reproduction and distribution of the Contest entry in advertising , promotional and marketing materials of TME or the Companies, in particular in the scope of printed leaflets, catalogues, calendars, newspaper ads;
  - f. conversion, making adaptations, modifications or changes to the Work for publication, as well as any other use of the Work in the form of modifications, fragmentation and / or reassembling for advertising, promotion and marketing purposes of TME or the Companies.
2. Upon receipt of the award, referred to in § 3 of the Agreement by the Participant, TME acquires without a separate remuneration the right to authorize the exercise of subsidiary copyrights to all compilations of the Work (subsidiary rights) without any time or territorial limits on all areas of exploitation known at the time of organizing the competition, in particular, those indicated in Article 50 of the Law of 02.04.1994 on copyright and related rights (Journal of Laws of 2006 No. 90, item. 631 as amended), including the areas specified in section 1 above. TME is exclusively entitled to authorize the exercise of dependent copyright to Work.
  3. Upon receipt of the award, referred to in § 3 of the Agreement, the Participant authorizes TME to exercise the moral rights in relation to the Work and to exercise supervision of the use of the Work. Furthermore, the Participant undertakes that he/she shall not exercise in relation to TME moral rights to the Work, in particular, that it will not demand:
    - a) marking of his/her name or pseudonym on the Work and compilations of the Work.
    - b) preservation of the inviolability of the content and forms of the work, given the authorization to make changes and developments transferred to TME,
    - c) the exercise of supervision on the use of the Work,
    - d) mentioning the author and title of the Work on compiled copies (the original work).
  4. Entering the Work for the Contest, indicates that the Participant has agreed to the first sharing of the Work to the public and expresses consent to its distribution.
  5. Upon receipt of the award referred to in § 3 of the Agreement, TME assumes ownership of the copies on which the Work was recorded, without the obligation to pay a separate remuneration.
  6. The Participant permits TME to make changes to the Work executed by the Participant without a separate remuneration.
  7. The Participant, without a separate remuneration permits TME to develop the Work and at the directive of TME to develop and use the Work executed by the Participant, without any limitations as to time and territory.

## § 3

The transfer of ownership and property copyrights to the Work on the areas of exploitation specified in the Agreement and granting of all permits and authorizations to the extent specified in the Agreement to TME occurs as a result of selection in the Contest "Electronics for every day", in exchange for the award of a Lenovo A7-10F MT8127 tablet PC together with a 32 GB memory card and dedicated case of total value 462,60 PLN (four hundred and sixty-two Polish zloty 60/100), as well as a cash prize of 51 PLN (fifty-one Polish zloty),

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which is not subject to payment but rather to cover the income tax due on awards, in accordance with provisions of the Polish law.

## § 4

1. The administrator of personal data of the Participants indicated in the Agreement is Transfer Multisort Elektronik Ltd., with registered office in Łódź (93-350) at No. 41 Ustronna Street. Personal data will be processed and made available for purposes related to the conclusion and performance of this Agreement. The Participant has the right to access and correct the content of his/her personal data. The provision of personal data is voluntary, but necessary for realization of the aforementioned purposes.
2. The Participants consents to provide his/her personal data in terms of name and surname to the public in order to indicate the author of the Work on particular copies of the Work, in particular those published in advertising, promotional and marketing materials of TME or the Companies.

## § 5

1. Annexe no. 1 - the rewarded Work - constitutes an integral part of this Agreement.
2. Any changes to this Agreement must be in writing under the pain of nullity.
3. If any provision of this Agreement is found to be invalid or inapplicable, it shall not prejudice the validity and effectiveness of other provisions of the Agreement, and the Parties by way of negotiations shall sign an annexe to the Agreement, whose content corresponds to its purpose and is as close as possible to the intention expressed in the provision deemed invalid or inapplicable.
4. In matters not regulated by this Agreement, the relevant provisions of the Civil Code shall apply
5. This Agreement has been prepared in seven language versions: English and locals. In case of discrepancies, the English version shall prevail.
6. This agreement has been drawn up in two identical copies, one for each Party.

.....  
TME

.....  
Participant