

Terms and Conditions of the competition with prizes titled “Win a prize for your idea of a new look of a Harting connector!”

1. The competition titled “Win a prize for your idea of a new look of a Harting connector!” (hereinafter referred to as the “Competition”) is organised by Transfer Multisort Elektronik Sp. z o.o. with its registered office at ul. Ustronna 41, 93-350 Łódź, Poland; registered in the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź, Economic Division no. XX of the National Court Register under number 0000165815, NIP 729-010-89-84, Regon 473171710, share capital: PLN 3,300,000 (hereinafter referred to as “TME”).
2. The Competition shall last from 1 October 2019 from 00:00 a.m. until 27 October 2019, 23:59 p.m. (CEST).
3. Participants can enter the Competition at any time throughout its duration.
4. Participation in the Competition is free of charge and voluntary.
5. In order to enter the Competition, each participant shall send, via the application form, one photograph, taken by the participant himself/herself, of an interesting, non-standard application of Harting connectors, together with a short text description of such application, as well as meet all formal requirements specified in these Terms and Conditions.
6. TME will select 3 photographs with text descriptions from among all submitted entries meeting the criteria specified in the Terms and Conditions, which, in the opinion of the Competition Jury, present the most interesting, creative and exceptional applications of Harting connectors. The Competition is open to any individual over 18 years of age and with full capacity to perform acts in law (hereinafter referred to as the “Participant”) who meets all of the following conditions:
 - a. the Participant has read and accepts these Terms and Conditions and Annexes (No. 1-2);
 - b. the Participant is an individual, who is:
 - a client of at least one of the following companies: Transfer Multisort Elektronik Sp. z o.o., 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, TME Italia S. r. l., Transfer Multisort Elektronik B.V., Transfer Multisort Elektronik Ltd., each of which is hereinafter individually referred to as the “Company”, and all together are referred to as the “Companies”.
 - an employee of an individual conducting a business activity who is a client of at least one of the Companies, or
 - an employee, partner/shareholder or member of a (management etc.) corporate body of an entity which is a client of at least one of the Companies (including a company, association, foundation);
 - c. the Participant is domiciled in the country which is the official registered seat of the Company of which s/he is a client or of whose client he is an employee or a partner/shareholder or a member of a (management etc.) corporate body;
 - d. neither the Participant nor Participant’s immediate family members have an employment relationship with any of the Companies of which the Participant is a client. Members of the immediate family, as referred to above, include: ascendants,

- descendants, siblings, spouses, spouses' parents and siblings, persons remaining in an adoption relationship, as well as persons remaining under care or guardianship;
- e. the submitted photograph must be a photograph taken by the Participant with the use of digital photography techniques;
 - f. each photograph submitted as an entry to the Competition along with text description must be the result of Participant's individual creative work;
 - g. the participant must have full moral and economic author's copyright to the submitted photo and its text description;
 - h. Participant's copyright and property rights to the submitted photo with text description must not be limited or encumbered in any way;
 - i. the submitted photo and its text description must not violate any rights of third parties, including third parties' copyright and personal rights;
 - j. the reported photo must not include an image of any person;
 - k. the submitted photo and its text description have not been published anywhere else.
7. A correct entry shall be made via the entry form available at the following address: <https://www.TME4fun.eu/en>. Entries will be accepted from 1 October 2019 from 00:00 a.m. until 27 October 2019, 23.59 (CEST).
 8. In order to properly fill in the entry form, it is necessary to
 - a. provide Participant's personal data: name, surname, client number, e-mail address to which TME can send correspondence regarding the Competition;
 - b. attach a photograph with a minimum resolution of 10 Mpix and a maximum file size of 10 MB, as a .jpg file, and enter a short text description of the photograph in the field indicated in the form;
 - c. submit a declaration of acceptance of the Competition Terms and Conditions, reading the information clause concerning personal data processing, and giving consent to the processing of personal data (using the check-box provided in the entry form).
 9. The date and time of filling in and sending the complete entry form shall be considered the date and time of entry.
 10. Only correct entries will be accepted.
 11. The submitted photographs and their text descriptions must be unique photographs and descriptions, created especially for the Competition. Images and text descriptions that are already available on the Internet on other sites will be disqualified. Photographs and text descriptions which are offensive, vulgar, Nazi-related, or abuse religious feelings, etc. will not be accepted for the Competition either.
 12. Any digital modifications (photomontage) of the photographs for the purposes of the Competition will be disqualified.
 13. Each Participant may send only one photograph with text description. If more than one photograph with text description is submitted, the first photograph with text description submitted by a given Participant will take part in the Competition, based on the order of its receipt.
 14. If more than one photograph with text description is submitted in one entry, all of them will be disqualified and none of them will participate in the Competition.

15. One entry may not contain a photograph with a text description by more than one Competition Participant.
16. The Participant has the right to withdraw from the Competition at any stage by way of delivering a relevant written statement to the address of TME's registered office. Withdrawal shall be binding on TME as at the date on which the withdrawal statement is delivered.
17. Entering the Competition by way of filling in and sending the entry form means that the Participant has read and accepted the provisions of these Terms and Conditions with Annexes (No. 1-2).
18. TME may disqualify or deprive of the right to receive a prize the Participant who fails to act in compliance with the rules specified in these Terms and Conditions.
19. TME shall have the right to exclude the Participant from the Competition with immediate effect, as well as to refuse to grant him/her a prize if the Participant has provided false or incomplete information which is required and necessary to grant the prize and perform TME's legal obligations.
20. By submitting a photo with text description to the Competition, the Participant undertakes to conclude, before the deadline for awarding the prize, an agreement on transfer of copyright to the awarded photo with text description to TME, under the conditions specified in Annex No. 1 to these Terms and Conditions.
21. By submitting a photograph with its text description to the Competition, the Participant agrees to the publication by TME, after the Jury makes its decision, of Participant's personal data, i.e. his/her name and surname:
 - a) in the case of a submitted photograph with text description – together with the submitted photo and its text description, on TME's and Companies' social media sites, e.g. on Instagram, in order to present this photo and its text description together with the photos submitted to the Competition by other Participants,
 - b) in the case of an awarded photograph and its text description – together with the awarded photo and its text description, on the www.tme.eu website and in other places, including social media such as Instagram, and other forms, including print, especially leaflets, catalogues, calendars, press advertisements, for the promotional, advertising and marketing purposes of TME and the Companies.
22. TME will appoint a three-person Competition Jury (hereinafter referred to as the "Jury"), which will select from among all correctly submitted photographs and their text descriptions, the three most interesting, most creative and exceptional photographs and their text descriptions, taking into account, among other things, their convergence with the topic of the Competition, content, composition and artistic values.
23. In order to ensure the impartiality of the Jury, the photographs presented to it together with text descriptions will be anonymised.
24. The author of each photograph and text description chosen by the Jury will receive as an award a Mi Electric Scooter Pro Black (electric scooter), manufacturer's code: DDHBC02NEB, worth of PLN 2,199.00 (in words: two thousand one hundred and ninety nine zlotys) gross.
25. Each material award referred to in p.24 above shall be accompanied by a supplementary cash award in the amount of PLN 244 (in words: two hundred and forty-four zlotys), i.e. in

the amount of the lump-sum income tax due on awards and prizes, which shall not be paid out and shall be used to cover that tax.

26. TME does not offer the possibility to exchange the award into its cash equivalent.
27. The Participant is not entitled to demand that the award be replaced with another one, nor is the Participant entitled to transfer the award claim to a third party.
28. Submitting a photograph and its text description in an entry to the Competition means that the Participant has decided to make the photograph and its text description available to the public for the first time and gives his/her consent to its distribution.
29. Information on the results of the Competition will be available on the www.tme.eu website until 18 November 2019. The name and surname of the Participants whose photos and text descriptions have been awarded will be published. The awarded Participant will be informed about the award by e-mail.
30. The award shall only be transferred if the awarded Participant concludes with TME an agreement regarding transfer of author's economic rights to the awarded photograph and text description to TME, under the conditions specified in Annex No. 1 to these Terms and Conditions. After the announcement of the results of the Competition, TME will provide the awarded Participant with the text of the agreement according to the template attached as Annex 1 to these Terms and Conditions, and the Participant should sign and send the agreement at his/her own expense to TME's registered office. The award shall include remuneration for the transfer of title to the awarded work and granting of all consents and authorisations within the scope specified in the agreement whose template is attached as an annex to the Terms and Conditions.
31. The prize shall be sent to the awarded Participant by courier mail to the correspondence address indicated by him/her in the country of the registered seat of the Company whose client s/he is or of whose client s/he is an employee or partner/shareholder or member of a (management etc.) corporate body, within 14 days of delivery of a duly completed and signed agreement, according to the template attached as Annex 1 to these Terms and Conditions, and on condition of meeting the terms referred to in p. 30 above.
32. The award shall be treated as Participant's "other income" as stipulated in the Polish Personal Income Tax Act of 26 July 1991 (Dz. U. [Polish Journal of Laws] of 1991 No. 80, item 350) and shall be subject to personal income tax. The award shall be released to the Participant in accordance with the provisions of this Act. TME shall be responsible for the payment of tax due on prizes and awards to the Polish tax authorities.
33. TME reserves the right to resign from the use of the photograph and its text description despite the award.
34. Participants' personal data controller: Transfer Multisort Elektronik Sp. z o.o. with its registered office at ul. Ustronna 41, 93-350 Łódź. Personal data processing will be carried out in accordance with the rules provided for in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) (Official Journal of the European Union, L 119, of 04.05.2016) and in the Act of 10 May 2018 on Personal Data Protection (Dz.U. of 2018, item 1000).

35. Personal data of the Participant: name and surname, e-mail address, and in the case of awarded Participants also: PESEL number, parents' names, date and place of birth, for persons without the PESEL number: taxpayer's identification number and the country of its issue and a type of taxpayer's identification number, type and number of an identity document, Participant's home address, Participant's correspondence address will be processed to the extent that is necessary for the organization of the Competition, for the purposes related to the organization of the Competition, including the announcement of its results, awarding of prizes, as well as accounting and tax purposes. Personal data, i.e. Participant's name and surname, in order to indicate the author of the photograph and its text description will be made available for promotional, advertising and marketing purposes of TME and the Companies.
36. Participants' personal data will be stored for the period that is necessary for the purposes referred to in p. 35 above, but not longer than for the period of data retention required by the regulations.
37. Each Participant has the right to access the content of his/her data and, subject to the provisions of law, has the right to: have his/her data rectified, deleted, and also the right to restrict the processing, the right to transfer his/her data, the right to object, the right to withdraw his/her consent to the processing of data at any time and the right to lodge a complaint with the President of the Personal Data Protection Office in the event of a breach of the rules relating to the processing of personal data.
38. Providing personal data in connection with the participation in the Competition is voluntary, but failure to provide such data makes it impossible to participate in the Competition.
39. The Competition Organizer declares that Participants' data will not be processed in an automated way and will not be profiled.
40. Participants' data will not be made available to third parties, except in the cases provided for by law.
41. Entering the Competition by e-mail means that the Participant agrees to the processing of his/her personal data within the scope and for the purposes specified in p. 35 above.
42. After the end of the Competition and the release of awards to the Participants whose photographs with text descriptions have been awarded, TME shall remove all entries with the photos submitted to the Competition and their text descriptions, and also shall destroy all their print-outs, except for the photographs and text descriptions qualified for the Competition or its part and published in accordance with the provisions of p. 21.
43. TME reserves the right to modify the provisions of the Regulations for important reasons, provided that such modifications do not violate Participants' acquired rights. Any modifications made to the provisions of these Terms and Conditions shall be included in a relevant Annex to these Terms and Conditions, which shall constitute an integral part of these Terms and Conditions.
44. In any matters that are not regulated by these Terms and Conditions, relevant provisions of the Polish law shall apply, in particular the provisions of the Civil Code.
45. These Terms and Conditions shall enter into force on 1 October 2019 and shall be available at TME's registered office and on the www.tme.eu website, in the "Events" field.

AGREEMENT TEMPLATE

Agreement on the transfer of ownership and copyrights to the awarded photograph together with its text description

between:

TRANSFER MULTISORT ELEKTRONIK spółka z ograniczoną odpowiedzialnością in Łódź, ul. Ustronna 41, 93-350 Łódź; entered into the register of entrepreneurs by the District Court for Łódź - Śródmieście in Łódź, Division XX of the National Court Register, under KRS number 0000165815, with a share capital of PLN 3,300,000, NIP: 729-010-89-84, represented by:

hereinafter referred to as **TME**,

and

Ms/Mr, home address:

(country, city, postcode, street, number of house, flat no.) ,

e-mail address,

correspondence address: date of birth:..... ,

place of birth..... .. father's name:.....

mother's name:..... , PESEL..... for persons without a

PESEL number: taxpayer's identification number, the country of issue

of taxpayer's identification number and its type,

type and number of the identity document,

hereinafter referred to as **the Participant**.

§ 1

The Participant represents that s/he is the sole author of the photograph and its text description, attached as Annex 1 to this Agreement, hereinafter referred to as the "Work", which was awarded in the "Win a prize for your idea of a new look of a Harting connector!" competition organized by TME (hereinafter referred to as the "Competition") and has all rights, including copyright, to the Work, which are not encumbered in any way.

In addition, the Participant represents and warrants that:

- a) the Work has not been published anywhere before;
- b) no licence to use the Work has been granted to any third party and will not be granted to any third party in the future;
- c) the Participant holds the exclusive right to grant authorizations regarding the use and disposal of the Work.

§ 2

Under this Agreement, the Participant transfers to TME, upon receipt of the award referred to in §3 of the Agreement, without any separate payment, the entirety of author's economic rights to Work, without any time and territorial limitations, in all fields of exploitation known at the

time of concluding the Agreement, in particular those indicated in Article 50 of the Act of 4 February 1994 on Copyright and Related Rights (i.e. Dz.U. of 2018, item 1191, as amended), hereinafter referred to as the “Copyright Act”, including in particular:

- a. recording/fixing and multiplying the Work with the use of any technique, including printing, reprography, magnetic recording, digital recording in an unlimited number of copies and on all kinds of media;
 - b. entering the Work into the memory of computers and computer network servers, including those generally available to the public;
 - c. trading in copies on which the Work has been recorded/fixated, in particular the right to market, lend or lease copies of the Work;
 - d. distributing the Work in a manner other than specified in points a-c, in particular the right to public presentation and display of the Work, as well as the right to make the Work available to the public in such a way that everyone can have access to it in a place and at a time chosen by themselves, including 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, TME Italia S. r.l. Transfer Multisort Elektronik B.V., Transfer Multisort Elektronik Ltd., hereinafter collectively referred to as the “Companies”, and furthermore, all forms of Internet transmission and distribution via telephone networks, in particular mobile phones and other digital devices;
 - e. multiplying and disseminating the Competition Work in advertising, promotional and marketing materials of TME or the Companies, in particular in printed leaflets, catalogues, calendars, press advertisements;
 - f. adapting, adjusting, making alterations and changes in the format of Work for the purpose of its publication, as well as other use of Work in the form of alterations, fragmentation and/or editing for advertising, promotional 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 separate payment, the right to authorize the exercise of derivative copyright to all derivative works related to the Work (derivative copyright) without any time or territorial limitations in all fields of exploitation known at the time of organizing the Competition, in particular those indicated in Article 50 of the Copyright Act, in particular those specified in p.1 above. TME is exclusively authorized to grant consent to the exercise of the derivative copyright to the Work.
 3. Upon receipt of the award referred to in §3 of the Agreement, the Participant authorizes TME to exercise author’s moral rights to the Work and to supervise the use of the Work. Furthermore, the Participant undertakes not to exercise any author’s moral rights against TME in relation to Work, and in particular s/he shall not demand the following:
 - a) designating the Work and derivative works related to the Work with his/her name or pseudonym,
 - b) maintaining the inviolability of the content and form of Work, due to TME’s authorisation to introduce changes and make derivative works,
 - c) supervising the way we use our work,

- d) indicating the author and the title of the Work (original work) on copies of derivative works.
4. Entering the Work to the Competition means that the Participant decides to make the Work available to the public for the first time and expresses his/her consent to the distribution of the Work.
 5. Upon receipt of the award referred to in §3 of the Agreement, TME shall become the owner of the copies on which the Work has been recorded/fixed, without TME's obligation to pay a separate remuneration.
 6. The Participant shall authorise TME to make changes to the Work authored by the Participant without separate remuneration.
 7. The Participant, without separate remuneration, shall authorise TME to develop as a derivative work related to the Work authored by the Participant and to freely manage and dispose of a derivative work related to the Work and to use the derivative work related to the Work authored by the Participant without any time or territory limitations.

§ 3

Transfer of title to the Work and author's economic rights to the Work in the fields of exploitation specified in the Agreement, and granting all consents and authorizations to TME within the scope specified in this Agreement takes place as a result of selecting the Participant in the "Win a prize for your idea of a new look of a Harting connector!" Competition. The Participant shall not be entitled to any additional remuneration for the transfer of the aforementioned rights other than the prize awarded in the form of a Mi Electric Scooter Pro Black, manufacturer's code: DDHBC02NEB with the value of PLN 2,199.00 (in words: two thousand one hundred and ninety nine zlotys) gross and the additional cash prize of PLN 244 (in words: two hundred and forty four zlotys) not to be paid out, but intended to cover the income tax due on prizes and awards under the Polish law. The award shall include remuneration for the transfer of title to the Work and author's economic rights to the Work in the fields of exploitation specified in the Agreement, and the granting of any consents and authorisations within the scope specified in this Agreement.

§ 4

1. Controller of Participant's personal data indicated in the Agreement: Transfer Multisort Elektronik Sp. z o.o. with its registered office in Łódź (93-350), ul. Ustronna 41. Personal data will be processed and made available for purposes related to the conclusion and implementation of this Agreement. The Participant has the right to access the content of his/her data and to have his/her data rectified, deleted, and also the right to restrict the processing, the right to transfer his/her data, the right to object against data processing, the right to withdraw his/her consent to the processing of data at any time and the right to lodge a complaint with the President of the Personal Data Protection Office in the event of a breach of the rules relating to the processing of personal data. Providing the data is voluntary, but necessary to achieve the above mentioned purposes.
2. The Participant agrees to provide his/her following personal data: name and surname to the public in order to indicate the author of the Work on individual copies of the Work, in particular those published in advertising, promotional and marketing materials of TME or the Companies.

§ 5

The Participant represents that if the legal regulations require TME to send the Participant information about the tax remitted, the Participant agrees to have the information indicated above sent as an encrypted e-mail message to the address indicated in the Agreement. The key to the encrypted e-mail will be sent to the Participant by TME in a separate e-mail.

§ 6

- 1. Annex No. 1 – the awarded Work – constitutes an integral part of this Agreement.
- 2. Any amendments to this Agreement shall be made in writing under pain of nullity.
- 3. If any of the provisions of this Agreement is found to be invalid or unenforceable, it shall not affect the validity and effectiveness of other provisions of the Agreement, and the Parties shall conclude through negotiations an annex to the Agreement, the content of which shall correspond to its purpose and at the same time shall be as close as possible to the intentions expressed in the provision that was deemed invalid or unenforceable.
- 4. In any matters that are not regulated by this Agreement, relevant provisions of the Polish law shall apply.
- 5. This Agreement has been drawn up in two language versions: English and In case of discrepancies, the English text shall prevail.
- 6. This Agreement has been drawn up in duplicate, one copy for either Party.

Łódź, [date].....

..... [date]

.....
TME

.....
Participant

PERSONAL DATA PROCESSING NOTICE

1. The controller of your personal data: Transfer Multisort Elektronik Sp. z o.o. with its registered office at ul. Ustronna 41, 93-350 Łódź. In all matters related to the protection of personal data, you can contact the Data Protection Inspector at dpo@TME.eu or in writing to the address of the registered office of the controller;
2. Your personal data will be processed in order to organize and conduct the competition, including for the purposes of announcing its results, awarding prizes, accounting and tax reporting, as well as for promotional, advertising and marketing purposes of TME and the Companies, in accordance with p. 35 of the Terms and Conditions of the Competition.
3. Personal data are processed on the basis of is Article 6(1)(a) of the General Data Protection Regulation of 27 April 2016 (hereinafter: GDPR) and, if Participant's photograph and its text description is awarded, also on the basis of Article 6(1)(b) and (c) of GDPR.
4. The data will not be made available to third parties except in cases provided for by law.
5. Personal data of Participants will be stored for a period that is necessary for the purposes referred to in p. 35 of the Terms and Conditions, but not longer than for the period for which the data are to be retained according to the law.
6. You have the right to access the content of your data and, subject to the provisions of law: the right to have your data rectified, deleted, and also the right to restrict the processing, the right to transfer your data, the right to object, the right to withdraw you consent to the processing of data at any time and the right to lodge a complaint with the President of the Personal Data Protection Office in the event of a breach of the rules relating to the processing of personal data.
7. Providing personal data in connection with participation in the Competition is voluntary, but failure to provide such data makes it impossible to participate in the Competition.
8. Your data will not be processed automatically and will not be subject to profiling.