

Terms and Conditions of the "Electronics through the eye of the camera" contest with prizes

1. The "Electronics through the eye of the camera" contest (hereinafter referred to as the "Contest") is organised by **Transfer Multisort Elektronik sp. z o.o.** with its registered office at ul. Ustronna 41, 93-350 Łódź (Poland), entered into the National Court Register (KRS) kept by the District Court for Łódź-Śródmieście, 20th Department of KRS, under KRS number 0000165815, NIP: 729-010-89-84, REGON: 473171710, BDO:00006165, initial share capital: 3,300,000 PLN(hereinafter referred to as "TME").
2. The Contest shall last from 28 September 2020, midnight, until 28 October 2020, 11:59 PM (CEST).
3. The Contest can be entered at any time during its duration.
4. Participation in the Contest is free of charge and voluntary.
5. The Contest involves delivering a self-made photograph thematically related to electronic and electrical components, workshop equipment, or industrial automation by submitting a contest entry form in accordance with while complying with all formal conditions set out in these Terms and Conditions.
6. TME shall select 13 photographs out of all the submissions that comply with all criteria set out in these Terms and Conditions, that the Contest's Judges will consider the most interesting, creative and unique. The Contest can be entered by any natural person that is at least 18 years of age and has full legal capacity (hereinafter referred to as the "Contestant"), and also meets the following criteria:
 - a. The Contestant has read and accepted these Terms and Conditions and their Annexes (No 1–2);
 - b. The Contestant is a natural person and:
 - 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, Transfer Multisort Elektronik Sp. z o.o., TME Italia S.r.l., Transfer Multisort Elektronik B.V., Transfer Multisort Elektronik Ltd., of which every entity is individually referred to as "Company", while the collective term for all those entities is "Companies", or
 - an employee of a natural person conducting business activity who is a customer of at least one Company, or
 - an employee, a shareholder, or a member of authorities of the customer of at least one Company (including corporations, associations, foundations);
 - c. The Contestant is domiciled in the same country in which a Company of which they are a customer, employee, shareholder, or a member of authorities of the Company's customer is headquartered;
 - d. The Contestant and their immediate family members are not employed by any Company of which they are a customer. The above term "immediate family members" includes: ascendants, descendants, siblings, spouses, parents and siblings of spouses, as well as persons under adoption, custody or guardianship;

- e. the submitted photograph was taken using digital photography technologies;
 - f. the submitted photograph is a product of individual creative endeavors of the Contestant;
 - g. the Contestant is entitled to all personal and proprietary copyrights to the submitted photograph;
 - h. the Contestant's personal and proprietary copyrights to the submitted photograph are not in any way restricted or encumbered;
 - i. the submitted photograph does not violate any rights of third parties, including third party copyrights and personal rights;
 - j. the submitted photograph does not contain an image of any person;
 - k. the submitted photograph has not been published anywhere before.
7. A proper submission is sent using the form available online at <https://www.tme4fun.eu/en>. The submissions will be accepted from 28 September 2020, midnight, until 28 October 2020, 11:59 PM (CEST).
 8. Proper completion of the submission form consists of:
 - a. providing personal data: name, customer number, and the email address to which TME will send communications about the Contest;
 - b. attaching a .jpg photograph with minimum resolution of 10 megapixels and maximum file size of 10 MB;
 - c. submitting a statement of accepting the Terms and Conditions of the Contest, reading and understanding the Information Clause on the processing of Personal Data, and agreeing to the processing of Personal Data (via checkboxes included in the submission form).
 9. Submission is considered to have been sent on the date and time of sending a complete submission form.
 10. Only proper submissions shall be entered into the Contest.
 11. The submitted photographs must be unique and created solely for the Contest. Any photographs that are already available elsewhere on the Internet shall be disqualified. Photographs that are insulting, vulgar, promote nazism, offend religious sensitivities etc. shall also be disqualified from the Contest.
 12. All photographs with digital modifications (photomontage) shall be disqualified from the Contest.
 13. Each Contestant can only submit one photograph. If a Contestant submits more than one photograph, only the first one they submit shall be entered into the Contest.
 14. If a Contestant submits more than one photograph in a single entry form, all of those photographs shall be disqualified and none shall be entered into the Contest.
 15. A single entry form cannot contain photographs of more than one Contestant.
 16. Each Contestant has a right to withdraw from the Contest at any point by delivering an appropriate written statement. The resignation is binding on TME on the receipt of such statement.
 17. Entering the Contest by completing and sending the submission form implies knowledge and acceptance of all provisions of these Terms and Conditions and their Annexes (No 1–2).

18. Any Contestant acting in violation of these Terms and Conditions can be disqualified from the Contest or have their right to receive a prize revoked, on the discretion of TME.
19. TME has the right to immediately disqualify a Contestant from the Contest and to refuse to award a prize if that Contestant has provided inaccurate or incomplete information required for awarding a prize.
20. By submitting a photograph to the Contest, the Contestant undertakes to sign an agreement on the transfer of ownership and copyrights to the awarded photograph to TME, under conditions laid out in Appendix 1 to these Terms and Conditions.
21. By submitting a photograph to the Contest, the Contestant agrees to having their name published by TME once the Contest is over, on the following conditions:
 - a) if the Contestant's photograph has been submitted, their name, along with their submitted photograph, shall be published on social media profiles of TME and Companies (e.g. on Instagram) along with other Contestants' submissions for presentation purposes; and
 - b) if the Contestant's photograph has been awarded, their name, along with their winning photograph, on TME's website (www.tme.eu) and in other locations, such as social media (e.g. Instagram), in other forms, including print – in particular leaflets, catalogues, calendars and press advertisements, for promotional, advertising and marketing purposes of TME and Companies.
22. TME shall appoint six judges (hereinafter referred to as the "Contest's Judges"), that shall select thirteen photographs out of all the submissions that they deem the most interesting, creative and unique, taking into consideration their relevancy to the Contest's theme, their content, composition, and artistic value.
23. As a measure to assure the impartiality of the Contest's Judges, the contest photographs submitted for their review shall be anonymised.
24. The authors of all photographs selected by the Judges shall receive a prize – MICROSOFT Xbox One S 1TB console + Forza Horizon 4 with LEGO Speed Champions add-on of a value of 1259 PLN (in words: one thousand two hundred fifty nine zloty and 00/100) gross.
25. A supplementary reward of 140 PLN (in words: one hundred forty zloty) shall be added to each prize described in section 24 above; this reward shall not be payable, but instead shall be used to cover the tax payable in relation to prizes, in accordance with applicable regulations of the Polish law.
26. TME does not provide for exchanging this supplementary reward for its cash equivalent.
27. The Contestant shall not have a right to exchange their prize for a different one, nor shall they have a right to transfer their claims to a prize to a third party.
28. By submitting a photograph for the Contest, the Contestant also agrees that their photograph will be initially made public and consents to having their photograph shared.
29. **The Contest's results shall be revealed on TME's website – www.tme.eu – until 10 November 2020.** The names of awarded Contestants shall be made public. Each winning Contestant shall be informed about their prize by electronic means.
30. Granting of a prize is subject to the condition that the winning Contestant signs an agreement on the transfer of ownership and copyrights to the awarded photograph to TME, under conditions laid out in Appendix 1 to these Terms and Conditions. Once the

Contest's results are revealed, TME shall supply each winning Contestant with an agreement, drawn up on the basis of the template in Appendix 1 to these Terms and Conditions, that the Contestant should sign and send (at their own expense) to the registered office of TME. The prize shall include a compensation for the transfer of ownership rights and proprietary copyrights to the awarded photograph, as well as granting of all permissions and authorisations laid out in the agreement, a template of which is included as Appendix 1 to these Terms and Conditions.

31. The prize shall be sent to the winning Contestant by a courier service to the Contestant's specified address within a country in which the Company, of which the Contestant is a customer, employee, shareholder, or a member of authorities of the Company's customer, has its registered office, within 14 days following the date on which the winning Contestant provides the address to which the prize shall be sent, provided that the Contestant meets all conditions laid out in section 30 above.
32. Pursuant to the provisions of the Polish Personal Income Tax Act of 26 July 1991 (Journal of Laws of 2018, item 1509 as amended), the prize is recognised as "other source of revenue" of the Contestant and is subject to personal income tax. The prize shall be given to the Contestant pursuant to the provisions of that Act. TME shall be responsible for the payment of prize tax due to Polish fiscal authorities.
33. TME reserves the right to not use an awarded photograph.
34. The Personal Data of Contestants shall be administered by Transfer Multisort Elektronik Sp. z o.o. seated in Łódź (93-350), at Ustronna 41. Personal Data shall be processed in accordance with provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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) (EU Journal of Laws L 119 of 04.05.2016), and with provisions of the Act of 10 May 2018 on protection of personal data (Journal of Laws of 2018, item 1000).
35. Each Contestant's personal data: name and email address – and for winning Contestants also: their parents' names, date and place of birth, taxpayer identification number (NIP), its country of issuance and type, identity document type and number, and address of residence – shall be processed in the scope necessary for organising and carrying out the Contest, including announcements of the Contest's results, giving prizes, as well as for financial reporting and tax purposes. Personal Data of each Contestant (i.e. their name) used for crediting them as authors of photographs, as shall be shared for promotional, advertising and marketing purposes of TME and Companies.
36. Personal Data of all Contestants will be stored for a period necessary to the performance of goals laid out in section 35 above, but no longer than the storage period of data laid out in provisions of law.
37. Each Contestant shall have the right to access and, subject to applicable laws, correct and transfer their data, limit its processing, object to its processing, or withdraw their consent at any time, as well as the right to submit a complaint to the Data Protection Office Director in case of a violation of data protection laws.
38. Providing Personal Data in relation to participation in the Contest is voluntary, however not providing that data shall prevent an individual from entering the Contest.

39. The Contests' organiser attests that Personal Data of the Contestants shall not be processed in an automated manner and will not be profiled.
40. The Data will not be disclosed to external parties, except in circumstances covered by applicable provisions of law.
41. By sending an email submission and entering the Contest, the Contestant also consents to the processing of their Personal data in the scope and for the purposes laid out in section 35 above.
42. Following the Contest and the issuance of prizes to the winning Contestants TME shall delete all Contest submissions that were not awarded and destroy all their printed copies, with reservation for photographs that were entered into the Contest or its part and published in accordance with provisions of section 21.
43. TME reserves the right to alter the provisions of these Terms and Conditions for a significant reason, providing that such alterations do not infringe rights acquired by the Contestants. Any such alterations of the provisions of these Terms and Conditions shall be included in the form of an Appendix to these Terms and Conditions, which shall be an integral part of these Terms and Conditions.
44. Matters not regulated in these Terms and Conditions shall be governed by generally applicable provisions of Polish law, in particular by provisions of the Civil Code.
45. These Terms and Conditions enter into force on 28 September 2020 and can be accessed in TME's registered office or viewed on TME's website at: www.tme.eu, in the "Main page ->News ->Events" section.

Załącznik nr 1	Appendix 1
<p style="text-align: center;">WZÓR UMOWY</p> <p style="text-align: center;">Umowa o przeniesienie własności oraz praw autorskich do nagrodzonej fotografii</p> <p>zawarta pomiędzy:</p> <p>TRANSFER MULTISORT ELEKRONIK spółką z ograniczoną odpowiedzialnością w Łodzi, ul. Ustronna 41, 93-350 Łódź; wpisaną do rejestru przedsiębiorców przez Sąd Rejonowy dla Łodzi - Śródmieścia w Łodzi, XX Wydział Krajowego Rejestru Sądowego, pod numerem KRS 0000165815, o kapitale zakładowym 3.300.000 złotych, NIP: 729-010-89-84, reprezentowaną przez:</p> <p>.....</p> <p>zwaną dalej TME, a Panią/Panem</p> <p>.....,</p> <p>zamieszkałą/ym</p> <p>.....,</p> <p>data urodzenia:.....,</p> <p>miejsce urodzenia.....,</p> <p>imię ojca:.....,</p> <p>imię matki:.....,</p> <p>PESEL.....,</p> <p>nr identyfikacyjny podatnika</p> <p>kraj wydania numeru identyfikacyjnego podatnika oraz jego rodzaj</p> <p>.....,</p> <p>rodzaj oraz numer dokumentu tożsamości.....,</p> <p>zwaną/ym dalej Uczestnikiem.</p>	<p style="text-align: center;">AGREEMENT TEMPLATE</p> <p style="text-align: center;">Agreement on the transfer of ownership and copyrights to the awarded photograph</p> <p>concluded between:</p> <p>TRANSFER MULTISORT ELEKRONIK sp. z o.o. seated in Łódź, Poland (address: ul. Ustronna 41, 93-350 Łódź, Poland), entered into the Company Register kept by the District Court for Łódź-Śródmieście, 20th Department of the National Court Register (KRS), under KRS number 0000165815, initial share capital: 3,300,000 PLN, NIP: 729-010-89-84, represented by:</p> <p>.....</p> <p>hereinafter referred to as TME, and Mr/Mrs</p> <p>.....</p> <p>domiciled in</p> <p>.....,</p> <p>date of birth:.....,</p> <p>place of birth:</p> <p>father's name:.....,</p> <p>mother's name:.....,</p> <p>PESEL.....,</p> <p>NIP</p> <p>NIP country of issuance and type</p> <p>.....,</p> <p>identity document type and number.....,</p> <p>hereinafter referred to as the Contestant.</p>

§ 1

1. Uczestnik oświadcza, że samodzielnie wykonał fotografię, stanowiącą załącznik nr 1 do niniejszej Umowy, zwaną dalej w umowie „Pracą”, która została nagrodzona w konkursie o nazwie „Elektronika okiem obiektywu” organizowanym przez TME (zwanym dalej „Konkursem”) i posiada wszelkie prawa, w tym prawa autorskie, do Pracy, które nie są w żaden sposób obciążone.

2. Ponadto Uczestnik oświadcza i gwarantuje, że:

- a) Praca nie była nigdzie wcześniej publikowana;
- b) Żadnej osobie trzeciej nie została udzielona licencja uprawniająca do korzystania z Pracy oraz licencja taka nie będzie udzielana osobom trzecim w przyszłości;
- c) Uczestnikowi przysługuje wyłączne prawo do udzielania zezwoleń na rozporządzenie i korzystanie z Pracy.

§ 2

1. Na mocy niniejszej Umowy, Uczestnik przenosi na TME, z chwilą odbioru nagrody, o której mowa w § 3 Umowy, bez odrębnej odpłatności, całość autorskich praw majątkowych do Pracy, bez jakichkolwiek ograniczeń czasowych i terytorialnych na wszelkich znanych w chwili zawarcia Umowy polach eksploatacji w szczególności wskazanych w art. 50 ustawy z dnia 4 lutego 1994r.o prawie autorskim i prawach pokrewnych (t.j. Dz.U. z 2018, poz. 1191 z późn. zm.), zwanej dalej „ustawą o prawie autorskim i prawach pokrewnych”, w tym zwłaszcza prawo do:

- a) utrwalania i zwielokrotniania dowolnymi technikami Pracy, w tym techniką drukarską,

§ 1

1. The Contestant hereby declares that they took the photograph that is included as Appendix 1 to this Agreement and that has been selected as one of the winning submissions in the "Electronics through the eye of the camera" contest (hereinafter referred to as the "Contest") on their own, and that they have all the rights to the Work, including all copyrights, and that those rights are not encumbered in any way.

2. Furthermore, the Contestant also declares and warrants that:

- a) the Work has not been published anywhere before;
- b) no third party has received a license for using the Work, and such a license shall not be granted to any third parties in the future;
- c) The Contestant shall have the exclusive right to grant permissions to free disposal and use of the Work.

§2

1. Under this Agreement, the Contestant shall, upon receiving the prize specified in §3 of this Agreement, transfer all proprietary copyrights to the Work, without any time or territory constraints, for use in all forms of exploitation known to them on conclusion of this Agreement, in particular those laid out in Article 50 of the Act of 4 February 1994 on Copyright and Derivative Rights (Journal of Laws of 2018, item 1191 as amended), hereinafter referred to as the "Act on Copyright and Derivative Rights", including, in particular, the right to:

- a) preservation of the Work or copying it by any means, including print, reprography, magnetic recording and digital recording without any limitation as to the number of copies and on any

<p>reprograficzną, zapisu magnetycznego, techniką cyfrową w nieograniczonej ilości egzemplarzy i na wszelkiego rodzaju nośnikach;</p> <p>b) wprowadzenia Pracy do pamięci komputerów i serwerów sieci komputerowych, w tym ogólnie dostępnych;</p> <p>c) obrotu egzemplarzami, na których Pracę utrwalono, w szczególności prawo do wprowadzania do obrotu, użyczenia, najmu egzemplarzy Pracy;</p> <p>d) rozpowszechniania Pracy w inny sposób niż określony w punktach a–c, w szczególności prawo do publicznego wystawienia i wyświetlenia Pracy, a także prawo do publicznego udostępniania Pracy w taki sposób, aby każdy mógł mieć do niego dostęp w miejscu i w czasie przez siebie wybranym, w tym zwłaszcza na stronach internetowych TME i jej spółek zależnych: 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, Transfer Multisort Elektronik Sp. z o.o., TME Italia S.r.l., Transfer Multisort Elektronik B.V., Transfer Multisort Elektronik Ltd., zwanych dalej łącznie „Spółkami”, a nadto wszelkich form transmisji internetowej oraz rozpowszechniania za pośrednictwem sieci telefonicznych, w szczególności za pomocą telefonu komórkowego i innych urządzeń cyfrowych;</p> <p>e) zwielokrotniania i rozpowszechniania Pracy konkursowej w materiałach reklamowych, promocyjnych i marketingowych TME lub Spółek, w szczególności w ramach drukowanych ulotek, katalogów, kalendarzy, reklam prasowych;</p> <p>f) przystosowywania, dokonywania adaptacji, przeróbek, zmian formatu Pracy dla celów jej</p>	<p>media;</p> <p>b) saving the Work on computers and computer network servers, including those generally available;</p> <p>c) trading on copies of Work, in particular the right to market, lend, and lease copies of Work;</p> <p>d) disseminate the Work using means other than those laid out in subsections a–c, in particular the right to publically display and share the Work in a way that enables every person to access it at their desired time, including in particular 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, Transfer Multisort Elektronik Sp. z o.o., TME Italia S.r.l., Transfer Multisort Elektronik B.V., Transfer Multisort Elektronik Ltd., hereinafter collectively referred to as "Companies", and also all forms of online transmission and dissemination via telephone networks, in particular via mobile phones and other digital devices;</p> <p>e) copy and disseminate the Work in advertising, promotional and marketing materials of TME or Companies, in particular on printed leaflets, catalogues, calendars and press advertisements;</p> <p>f) adjusting, adapting, altering, and changing the format of the Work for publication purposes, as well as using the Work in other way for modification, fragmentation and/or montage for advertising, promotional and marketing purposes of TME or Companies.</p>
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<p>publikacji, a także innego wykorzystywania Pracy w postaci przeróbek, fragmentyzacji i/lub przemontowywania w celach reklamowych, promocyjnych i marketingowych TME lub Spółek.</p> <p>2. Z chwilą odbioru nagrody, o której mowa w § 3 Umowy, przez Uczestnika, TME nabywa bez odrębnej odpłatności prawo zezwalania na wykonywanie autorskich praw zależnych do wszelkich opracowań Pracy (prawa zależne) bez jakichkolwiek ograniczeń czasowych czy terytorialnych na wszystkich znanych w chwili organizowania Konkursu polach eksploatacji w szczególności wskazanych w art. 50 ustawy o prawie autorskim i prawach pokrewnych, w tym na polach wyszczególnionych w ust. 1 powyżej. TME jest wyłącznie uprawniona do zezwalania na wykonywanie zależnego prawa autorskiego do Pracy.</p> <p>3. Z chwilą odbioru nagrody, o której mowa w § 3 Umowy, Uczestnik upoważnia TME do wykonywania autorskich praw osobistych względem Pracy oraz sprawowania nadzoru nad sposobem korzystania z Pracy. Nadto Uczestnik zobowiązuje się, że nie będzie wykonywał wobec TME autorskich praw osobistych względem Pracy, a w szczególności, iż nie będzie żądał:</p> <ul style="list-style-type: none"> a) oznaczania Pracy oraz opracowania Pracy swoim nazwiskiem lub pseudonimem, b) zachowania nienaruszalności treści i formy Pracy, z uwagi na zezwolenie na wykonywanie przez TME zmian i opracowań, c) sprawowania nadzoru nad sposobem korzystania z Pracy, d) wymieniania na egzemplarzach opracowania twórcy i tytułu Pracy (utworu pierwotnego). <p>4. Zgłoszenie Pracy do Konkursu oznacza podjęcie przez Uczestnika decyzji o pierwszym udostępnieniu Pracy publiczności i jest wyrażeniem zgody na rozpowszechnianie Pracy.</p> <p>5. Z chwilą odbioru nagrody, o której mowa w § 3</p>	<p>2. The TME shall, upon receiving the prize specified in §3 of this Agreement by the Contestant, and without additional remuneration, acquire a right to permit the performance of all proprietary copyrights to the Work (related copyrights), without any time or territory constraints, for use in all forms of exploitation known to them on inception of this Contest, in particular those laid out in Article 50 of the Act on Copyright and Derivative Rights, including in the forms of exploitation listed in section 1 above. TME shall have the sole right to granting permission to perform proprietary copyrights to the Work.</p> <p>3. Upon receiving the prize specified in §3 of this Agreement, the Contestant authorises TME to perform proprietary copyrights to the Work and to oversee the use of the Work. Additionally, the Contestant undertakes not to exercise any proprietary copyrights to the Work over TME, and that, in particular, they shall not demand of TME to:</p> <ul style="list-style-type: none"> a) sign the Work or its edits with the Contestant's name or pseudonym, b) maintain the integrity of the Work's content and form, in light of having granted TME permission to make adjustments and alterations to the Work, c) let the Contestant oversee the way in which their Work is used, d) including the original Work's title and author's name on the Work's altered copies. <p>4. By submitting a photograph for the Contest, the Contestant also agrees that their Work will be initially made public and consents to having their Work shared.</p> <p>5. Upon receiving the prize specified in §3 of this Agreement, TME shall become the owner of the Work's copies, with no obligation to pay any additional remuneration.</p> <p>6. The Contestant permits TME to make modifications to their Work without receiving separate remuneration.</p> <p>7. The Contestant, not receiving separate remuneration,</p>
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Umowy, na TME przechodzi własność egzemplarzy, na których Praca została utrwalona, bez obowiązku zapłaty przez TME osobnego wynagrodzenia.

6. Uczestnik zezwala TME na dokonywanie zmian w Pracy wykonanej przez Uczestnika bez osobnego wynagrodzenia.

7. Uczestnik, bez osobnego wynagrodzenia, zezwala TME na opracowanie wykonanej przez Uczestnika Pracy oraz na rozporządzanie przez TME opracowaniem i korzystanie z opracowania Pracy wykonanej przez Uczestnika bez żadnych ograniczeń co do czasu i terytorium.

§ 3

Przeniesienie praw własności do Pracy i majątkowych praw autorskich do Pracy na określonych w Umowie polach eksploatacji oraz udzielenie wszelkich zezwoleń i upoważnień w zakresie określonym w niniejszej Umowie na TME następuje, w wyniku wyłonienia Uczestnika w drodze Konkursu „Elektronika okiem obiektywu”. Z tytułu przeniesienia ww. praw Uczestnikowi nie przysługuje dodatkowe wynagrodzenie poza przyznaną nagrodą w postaci konsoli MICROSOFT Xbox One S 1TB + Forza Horizon 4 z dodatkiem LEGO Speed Champions, o wartości 1.259,00 zł (słownie: jeden tysięcy dwieście pięćdziesiąt dziewięć złotych i 00/100) brutto oraz dodatkową nagrodą pieniężną w wysokości 140 zł (słownie: sto czterdzieści) niepodlegającą wypłacie, a przeznaczoną na pokrycie należnego zgodnie z przepisami prawa polskiego podatku dochodowego od nagród. Nagroda zawiera w sobie wynagrodzenie za przeniesienie praw własności do Pracy i majątkowych praw autorskich do Pracy na określonych w Umowie polach eksploatacji oraz udzielenie wszelkich zezwoleń i upoważnień w zakresie określonym w niniejszej Umowie

permits TME to prepare their Work and to manage and use such prepared Work without time and territory restrictions.

§3

Transfer of ownership rights and proprietary copyrights to the Work for use in the forms of exploitation laid out in the Agreement, as well as the granting of all permissions and authorisations in the scope laid out in this Agreement to TME, shall happen as a result of selecting the Contestant as a winner of the "Electronics through the eye of the camera" Contest. The Contestant shall not be entitled to any compensation in addition to the prize – a MICROSOFT Xbox One S 1TB console + Forza Horizon 4 with LEGO Speed Champions add-on of a value of 1259 PLN (in words: one thousand two hundred fifty nine zloty and 00/100) gross, and an additional reward of 140 PLN (in words: one hundred forty zloty) that shall not be payable, but instead used to cover the tax payable in relation to prizes, in accordance with applicable regulations of the Polish law. The prize includes a compensation for the transfer of ownership rights and proprietary copyrights to the Work for use in the forms of exploitation laid out in the Agreement, as well as the granting of all permissions and authorisations in the scope laid out in this Agreement.

<p>§ 4</p> <p>1. Administratorem danych osobowych Uczestnika wskazanych w Umowie jest Transfer Multisort Elektronik Sp. z o.o. z siedzibą w Łodzi, (93-350) przy ul. Ustronnej 41. Dane osobowe będą przetwarzane i udostępniane w celach związanych z zawarciem i realizacją niniejszej Umowy. Uczestnikowi przysługuje prawo dostępu do treści swoich danych oraz sprostowania danych, usunięcia danych, ograniczenia przetwarzania danych, przenoszenia danych, wniesienia sprzeciwu wobec przetwarzania danych, cofnięcia zgody na przetwarzanie danych w dowolnym momencie oraz wniesienia skargi do Prezesa Urzędu Ochrony Danych Osobowych, w przypadku naruszenia zasad dotyczących przetwarzania danych osobowych. Podanie danych jest dobrowolne, ale niezbędne do realizacji ww. celów.</p> <p>2. Uczestnik wyraża zgodę na podanie swoich danych osobowych w zakresie imię i nazwisko do wiadomości publicznej w celu oznaczenia autora Pracy na poszczególnych egzemplarzach Pracy, w szczególności tych publikowanych w materiałach reklamowych, promocyjnych i marketingowych TME lub Spółek.</p>	<p>§4</p> <p>1. The Contestant's Personal Data included in this Agreement shall be administered by Transfer Multisort Elektronik Sp. z o.o. seated in Łódź (93-350), at Ustronna 41. The Contestant's Personal Data shall be processed and shared for the purposes of signing and performing this Agreement. The Contestant shall have the right to access, correct and transfer their data, limit its processing, object to its processing, or withdraw their consent at any time, as well as the right to submit a complaint to the Data Protection Office Director in case of a violation of data protection laws. Provision of personal data is voluntary, however, it is necessary for the aforementioned purposes.</p> <p>2. The Contestant agrees to having their name made public for the purpose of giving them credit on each copy of their Work, in particular the copies included in advertising, promotional and marketing materials of TME or Companies.</p>
<p>§ 5</p> <p>1. Załącznik nr 1 – nagrodzona Praca – stanowi integralną część niniejszej Umowy.</p> <p>2. Wszelkie zmiany niniejszej Umowy wymagają formy pisemnej pod rygorem nieważności.</p> <p>3. Jeżeli którekolwiek z postanowień niniejszej Umowy zostanie uznane za nieważne lub niemożliwe do zastosowania nie uchybia to ważności i skuteczności innych postanowień Umowy, a Strony w drodze negocjacji doprowadzą do zawarcia aneksu do Umowy, którego treść będzie odpowiadała jej celowi i jednocześnie będzie jak najbardziej zbliżona do intencji wyrażonych w postanowieniu uznanym za nieważne lub</p>	<p>§5</p> <p>1. Appendix 1 – the winning Work – is an integral part of this Agreement.</p> <p>2. Any and all changes to this Agreement must be performed in writing or otherwise shall be declared null and void.</p> <p>3. Should any of the provisions of the Agreement be deemed void or unenforceable, this does not impact the validity or effectiveness of the remaining provisions of the Agreement, and the parties by negotiations will conclude an amendment to the Agreement that will reflect the goal and intentions of the Agreement and will be as close as possible to the provision deemed void or</p>

<p>niemożliwe do zastosowania.</p> <p>4. W sprawach nieuregulowanych niniejszą Umową mają zastosowanie odpowiednie przepisy prawa polskiego.</p> <p>5. Niniejszą Umowę sporządzono w dwóch wersjach językowych: angielskiej i W razie rozbieżności decydujące znaczenie ma wersja angielska.</p> <p>6. Niniejszą Umowę sporządzono w dwóch jednobrzmiących egzemplarzach, po jednym dla każdej ze Stron.</p>	<p>unenforceable.</p> <p>4. Matters not regulated in this Agreement shall be governed by generally applicable provisions of Polish law.</p> <p>5. This Agreement is drawn up in two languages: English and In case of inconsistency between the two versions, the English version takes precedence.</p> <p>6. This Agreement is executed in two identical counterparts, one for each Party.</p>
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TME

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Uczestnik / Contestant

**INFORMATION CLAUSE
ABOUT THE PROCESSING OF PERSONAL DATA**

1. Your Personal Data will be administered by Transfer Multisort Elektronik Sp. z o.o. seated in Łódź (93-350), at Ustronna 41. You can contact the Data Protection Officer on matters concerning the protection of your personal data via email at dpo@tme.eu or by sending a letter to our headquarters;
2. Your Personal Data will be processed for the purposes of organising and conducting the Contest, including for announcements of the Contest's results, giving prizes, as well as for financial reporting and tax purposes, promotions, advertisements and marketing purposes of TME and Companies, in accordance with section 35 of the Terms and Conditions of the Contest.
3. The legal basis of processing of Personal Data is Article 6.1 a) of the General Data Protection Regulation of 27 April 2016 (hereinafter referred to as "GDPR"), and if your photograph is awarded, Article 6.1 b) and c) of GDPR will also apply.
4. The Data will not be disclosed to external parties, except in circumstances covered by applicable provisions of law.
5. Personal Data of all Contestants will be stored for a period necessary to the performance of goals laid out in section 35 of the Terms and Conditions, but no longer than the storage period of data laid out in provisions of law.
6. You have the right to access and, subject to applicable laws, correct and transfer your data, limit its processing, object to its processing, or withdraw your consent at any time, as well as the right to submit a complaint to the Data Protection Office Director in case of a violation of data protection laws.
7. Providing Personal Data in relation to participation in the Contest is voluntary, however not providing that data shall prevent an individual from entering the Contest.
8. Your data will not be processed in an automated manner and will not be profiled.