

# General Rules for Participation in the Games organised by Ceva-Phylaxia Oltóanyagtermelő Zrt. as the organiser

## 1. The organiser of the games

Ceva-Phylaxia Oltóanyagtermelő Zrt. (hereinafter referred to as the "**Organiser**") is the organiser of the prize competitions (hereinafter referred to as the "**Game**" or "**Games**") organised on various Facebook and Instagram pages (hereinafter referred to as "**Fan page**") of Ceva-Phylaxia Zrt.(registered seat: Budapest, Szállás street 5.).

Certain tasks related to the organisation and implementation of the Games shall be carried out by REPERTUM Kft. (registered seat: 1096 Budapest, Sobieski János street 36. basement, door 1), the organiser's agent (hereinafter referred to as the "**Conductor**").

## 2. Conditions of participation

2.1. The Organiser will announce each Game in a post on the Fan page (a "**Post**"). The Organiser will always inform the members of the Fan page of the duration and specific terms and conditions of a particular Game in the relevant Post. In principle, the Organiser will advertise three types of Game on the Fan page at intervals it determines, so that participation is subject to one (or all) of the following conditions:

- Pressing a "Like" or other button (e.g. Funny, Angry, etc.), tagging a post with another emoji, or tagging a friend on the Fan page;
- comment on that Post on the Fan page;
- uploading a Post to the Fan page in the theme and format (image, text, link) specified by the Organiser.

The Organiser may also specify additional conditions for participation in a given Post.

2.2. The Games are open only to Hungarian citizens aged 18 years or over, residing or domiciled in Hungary and holding a valid identity card issued by the Hungarian authorities, who do not fall within the categories of persons defined in Section 2.9, and who have the capacity to act (hereinafter referred to as "**Player**") also, who - joins the Fan page by clicking on the "Like" or "Follow" button on the Fan page, or has already joined the Fan page at the start of the relevant Game, and - completes the tasks announced in the Post published by the Organiser as described therein, further - consent to the Organiser or the Conductor processing the personal data provided by you when liking or following the Fan page and during the Game - as set out in the Privacy Notice in connection with the relevant Game, and - by participating, you agree to all the terms and conditions set out in these Rules (hereinafter referred to as the "**Rules**") (hereinafter collectively referred to as the "**Submission**").

2.3. A Player is eligible to enter only one Submission in a particular Game (unless otherwise specified by the Organiser in the relevant Post).

2.4. Submissions that do not comply with the formal and content requirements described in these Rules and in the relevant Post will be automatically disqualified from the relevant Game, while valid Submissions will be computer-recorded. The Organiser may disqualify from the relevant Game any Player who does not provide accurate information.

2.5. The Organiser will only consider valid those Submissions that are submitted to the relevant Game by the Players with their own registered Facebook / Instagram profile. If the Player does not use a Facebook/Instagram profile registered by him/herself or an e-mail address not registered by him/her, the Organiser excludes all liability in relation to disputes arising from the right to use a Facebook/Instagram profile and e-mail account in connection with the Games.

2.6. By submitting a Submission, the Player acknowledges that the content, performance, message and data transmission and response speeds of the Games' technical infrastructure are dependent on the server technology and may be adversely affected by factors beyond the control of the Organiser, such as (but not limited to) connection failure, server computer performance, network load, network congestion, coverage and the maintenance of a secure network connection. The Organiser or the Conductor excludes all liability arising from this paragraph.

2.7. The Organiser may examine the Submissions for the purpose of fulfilling the terms and conditions of the Rules and, if for any reason they or the Player submitting them do not comply with the terms and conditions of the Rules, the relevant Player may be disqualified from the relevant Game.

2.8. The employees of the Organiser, the Conductor and other third parties involved in the organisation of the Game, as well as the close relatives of all such persons as defined in point 1 of paragraph (1) of Article 8:1 of the Act V of 2013 on the Civil Code are excluded from the Games.

2.9. Players who, contrary to the aims of the Games, participate in a team under the name of a natural person with a fake Facebook / Instagram profile in order to increase their chances of winning by such deceptive behaviour may be disqualified from the relevant Game or Games at the discretion of the Organiser. Such players include, for example, persons who associate to participate in raffles and other prize games, who coordinate their actions to obtain prizes and combine the performances of several persons under one name, thereby depriving other players who wish to play fairly of the chance to win. Such persons also include those who participate in the Games with false information for the purpose of unfairly increasing their chances of winning. Participants or players who engage in unfair conduct as defined in this clause shall be obliged to compensate the Organiser and/or the Conductor for any damage caused to them in connection with the Game.

2.10. Submissions that contain, in particular, but not limited to (i) obscene language, (ii) sexual content, (iii) offensive to good taste, (iv) religious, political, hate speech or other offensive language will be deemed to be irregular for the purposes of the Games, (v) contain any subject matter other than the subject matter of the relevant Game or any caption other than that of the Organiser, (vi) are downloaded from an internet website or by any other means, (vii) are of an advertising nature, (viii) are defamatory of the reputation of the Organiser, (ix) infringe the copyright of any third party, (x) are otherwise unlawful. The Player shall be responsible for the content of the Submission, and any legal or financial consequences thereof shall be borne solely by the Player. In the event that any third party should raise any objection to the Submission in relation to personal rights or copyrights, the Player shall be solely responsible for such claims and the Organiser shall be entitled to pass any claims arising from such claims on to the Player. The Organiser reserves the right to remove from the Fan page and disqualify any Player who breaches the above principles from the relevant Game or Games.

### **3. Determining the winners**

3.1. The Organiser will determine the winner(s) of the relevant Competition from among the valid Submissions received during the relevant Competition **depending on the relevant Competition. The method of selecting the winner(s) will depend on the mechanism of the relevant Competition.**

3.1.1. **In the event of a draw:** in the presence of a three-member draw committee set up by the Conductor, a random, automated draw will be held to select the number of winning Submissions specified in the Posting. In each draw, the Conductor will draw a reserve winning Submission equal to twice the total number of winners specified in the Post. The draws will take place at the registered seat of the Conductor (1096 Budapest, Sobieski János street 36, basement, door 1). A record of the draw shall be made by the committee and signed by the members of the committee.

3.1.2. **In the case of a jury:** the winner will be selected by a jury of three members (hereinafter referred to as the "Jury") set up by the Conductor on the basis of subjective criteria determined by the Conductor. The Conductor will select 2 (two) reserve winning Submissions on the basis of the Jury's assessment. The Player shall not be authorised to protest against the decision of the Jury.

3.2. A Reserve winner, in the order in which it was drawn, may be eligible to receive a particular prize if (i) the Winner's (or the previous Reserve winner's) Submission is subsequently declared invalid for any reason, (ii) the winner (or the previous Reserve winner) is disqualified from the relevant Game for any other reason related to its Submission.

#### **4. Prizes, notification of winners, delivery of prizes**

4.1. The Organiser will always announce the prize for a particular Game at the same time as the Game is announced, in the relevant Post or in a comment attached to it (hereinafter referred to as the "**Prize**"). The Organiser reserves the right, in justified cases, to change the Prizes during the duration of the relevant Game, and even afterwards, by notifying the Players in advance via the Fan page, or to replace them with another prize equivalent to the given Prize.

4.2. The Prize is non-transferable and cannot be redeemed for cash. A Player may only be eligible to win 1 Prize during the entire duration of a given Game, regardless of the number of Submissions.

4.3. The Organiser will inform the Winner of the Prize no later than 3 (three) business days after the relevant draw or the selection of the Winner via a Facebook / Instagram post or via a comment to the Post on the Fan page (the full name of the Winner will be displayed), which all Players explicitly consent to by participating in the relevant Game (hereinafter referred to as "**Notification**"). The Winning Player is required to confirm the Notification in a private message sent to the Fan page within 3 (three) business days of receipt of the Notification and to provide the exact personal details (full name, address in Hungary) required for the delivery of the Prize. If the winner does not confirm the Notification or provide the details required for the delivery of the Prize within the above deadline, the winning Player's Submission will be disqualified and the Conductor will select the 1st Reserve Winner to receive the Prize. If, for the above reasons, the 1st Reserve Winner's Submission is also disqualified, the Conductor will select the 2nd Reserve winner to receive the prize. The Organiser will continue with the above procedure until the last Reserve winner has been selected. If, for the above reasons, the last reserve winner's Submission is also disqualified, the Conductor will not give a Prize.

4.4. The Prize will be delivered by the Conductor by courier service or by post to the winning Player at the address in Hungary provided by the Player at the time of confirmation of the Notification. The Conductor will attempt to deliver the Prize twice within 30 calendar days from the date of confirmation

of the Notification. The Winning Player shall cooperate in order to receive the Prize in accordance with the applicable General Terms and Conditions of the courier service and with the Act CLIX of 2012 on Postal Services. If the Winner fails to comply with this obligation to cooperate and the Prize is not delivered, the Organiser or the Conductor shall not be held liable for this. The Organiser or the Conductor cannot provide any further opportunity to collect the Prize, the winner loses the right to collect the Prize and may no longer claim the Prize from the Organiser. In the event of a failure to collect the Prize, the Organiser will proceed in respect of the Reserve winner(s) as set out in Clause 4.3.

4.5. The Organiser shall disqualify from the relevant Competition any Submission in respect of which the Prize cannot be delivered or transferred to the Player because the personal data provided in the Submission or in the confirmation of the Notification is not true, incomplete or incorrect, or the Player does not comply with the conditions set out in these Rules for any other reason. The Organiser or the Conductor shall not be held liable for any loss or damage resulting from the Player's incorrect information.

## **5. Taxation, costs**

The Organiser is liable for any tax (personal income tax) due on the Prizes. The Organiser shall have no further obligations other than the delivery of the Prize as described above and the payment of the tax. The courier costs for the delivery of the Prize shall be paid by the Organiser. Any other costs incurred shall be paid by the Player.

## **6. Privacy Notice**

Those who participate in the Game, by participating, explicitly consent to the Organiser, as the data controller, to process their personal data in accordance with the Privacy Notice.

## **7. Miscellaneous provisions**

7.1. The Organiser shall not be liable for any defects/errors in the Submission (e.g. misspelling, misspelling of address, incorrect or untrue information, etc.), for any failure or delay in delivery of the Prizes beyond the Organiser's control, or for any damage caused during delivery.

7.2. The Organiser does not take any responsibility for the quality of the Prize not manufactured or distributed by the Organiser, and the Winner may, within the limits of the law, assert such claims against the manufacturer or distributor of the Prize. If the Winner does not collect the Prize within the time limit, he/she may no longer claim it from the Organiser or the Conductor.

7.3. The Organiser and the Conductor exclude their liability for any external, so-called sql attacks on the [www.facebook.com](http://www.facebook.com), [www.instagram.com](http://www.instagram.com) website, Fan pages and the server running them, as well as for any attacks on the telephone network or malfunctions. Therefore, in the event that, due to an attack on the Fan page or the server or the server network, the Players receive incorrect system messages regarding their prizes, winner/non-winner status, etc., the Organiser and the Conductor shall not be held liable for such cases.

7.4. The Organiser reserves the right to exclude any Player from the relevant Game or Games with immediate effect if it detects or has reasonable grounds to suspect any (computer) manipulation, mass emailing, creation of Facebook/Instagram profiles, or any conduct incompatible with or in any way offensive to the aims of the Games.

7.5. If the Player closes the browser window while uploading data or if the connection to the server's website is lost (for any reason), the Organiser or the Conductor shall not be liable for any loss of data.

7.6. The Organiser or the Conductor excludes any liability for any malfunction of the Fan page for reasons beyond its control, during which the website is not or only partially usable, but will immediately take all necessary measures to find the cause of the malfunction and eliminate it.

7.7. The Games are not sponsored in any way by Facebook or Instagram and are in no way affiliated with the owners or operators of Facebook or Instagram. The data for the Games is provided to the Organiser.

7.8. The Organiser reserves the right to change the Rules at any time for any reason. The Organiser will publish this information on the fan page with the same publicity as other announcements in the game.

Budapest, ...

Ceva-Phylaxia Zrt.

Organiser