



## Terms and conditions of the "KTM Expedition" competition

### § 1.

#### General provisions

1. These Terms and Conditions (the "Terms and Conditions") set out the terms, conditions and duration of the "KTM Expedition" competition (the "Competition") on the Facebook social network.
2. The organiser of the competition is WellU Swiss Group GmbH with its registered office at Schulstrasse 14, 9450 Altstätten, Switzerland, registered with the Handelsregister des Kanton ST. Gallen CHE-407.196.596, which entrusts the execution, conduct and operation of the competition to WellU Sp. z o.o. with its registered office in Gdynia, ul. Wielkopolska 280, 81-531 Gdynia, entered in the National Court Register, maintained by the District Court Gdańsk- North VIII Division of the National Court Register, under the KRS number 0000354591, NIP number: 586-225-16-36, hereinafter referred to as "**Host**" or "**WellU**".
3. The competition is held on the host's social network: <https://www.facebook.com/wellubusinessgroup/>.

### § 2.

#### Duration of the Competition

The competition is held in the Republic of Poland and runs from 13.06.2024 to 30.06.2024.

### § 3.

#### Participants in the competition

1. The Competition is open to Participants who are natural persons and who meet all of the following conditions:
  - a. has full legal capacity,
  - b. has a public Facebook account,
  - c. observes the WellU Facebook account,
  - d. correctly completes the competition task.
2. Employees and collaborators of the Organiser and the Competition Host, as well as members of their immediate families, are not allowed to participate in the Competition.
3. Participation in the Competition is free of charge.
4. Before participating in the Competition, the Entrant should read the Rules. The Organiser and Presenter declare that the text of these Rules is available at [www.wellu.eu](http://www.wellu.eu). Taking part in the Competition - understood as the execution of a task by the Entrant will be tantamount to:
  - a. that you have read and accept the Terms and Conditions,
  - b. consent to the processing of personal data solely for the purpose of carrying out this Competition and distributing Prizes in accordance with § 7 of the Rules,
  - c. consent to the inclusion of his/her name and user name in the event that he/she is awarded the Prize.

WellU Sp. z o.o., ul. Wielkopolska 280, 81-531 Gdynia

Numer KRS 0000354591 / VIII Wydział Gospodarczy Krajowego Rejestru Sądowego w Gdańsku.  
Wysokość kapitału zakładowego: 221.250 zł / NIP: 586-225-16-36 / REGON: 220970076





5. The Organiser and the Contest Host are not responsible for the content of the entry or the content of the materials posted by Entrants on their Facebook profile.
6. The Organiser and the Contest Host shall not be responsible or party to any disputes concerning Entrants' rights to Facebook Accounts. Any disputes regarding the aforementioned rights shall not affect the principle that the person entitled to receive the prize is the person whose data is provided to the Organiser in accordance with the Rules.
7. The Organiser and the Runner inform you that the Competition is in no way sponsored, endorsed, administered or associated with Facebook. The information provided by the Entrant is information provided to the Organiser and the Host, not Facebook, and will only be used for the purpose of running the Competition.

#### **§ 4.**

##### **Competition rules**

1. The Participant's task is to:
  - a. liking the Facebook profile of the host and KTM Bikes,
  - b. sharing the competition post on the Entrant's Facebook wall,
  - c. posting, in a comment under the competition post, a photo or video showing your passion for cycling.
2. The presenter, through a jury of four, will evaluate and select at his/her discretion the best photo/video, based on the quality of its execution and the ingenuity in its creation, and evaluate the correctness of the other tasks.
3. The winner of the Competition, upon completion of the Competition Task, transfers, free of charge, to the Organiser and the Supervisor the author's economic rights to its free use in all known fields of exploitation, particularly those listed in Article 50 of the Act on Copyright and Related Rights.
4. Upon completion of the Competition Task, the winner of the Competition transfers to the Organiser and the Host, free of charge, the author's economic rights to its free use in all known fields of exploitation, particularly those listed in Article 50 of the Act on Copyright and Related Rights.
5. The use of fictitious Facebook profiles for competition purposes is prohibited.
6. The Organiser and the Host reserve the right to remove from the Competition selected Entrants in respect of whom reasonable suspicion arises that they, or persons acting in their interests, have created fictitious Facebook profiles and used them to participate fraudulently in the Competition.
7. It is the responsibility of the Organiser and the Host to inform the Contest Entrant if he/she is removed from the Contest, stating the reason. Such information will be communicated using private messages via Facebook.

#### **§ 5.**

##### **Winners and prizes.**

1. The prize in the Competition is a participation in the KTM e-Conference 2024 event.



2. The winner of the Competition will be announced on the WellU profile within one week of the end of the Competition. He/she will be informed of the Prize by the Host on his/her Facebook profile.
3. In the event that the Runner-Up is unable, for any reason, to contact the Winner of the Competition or does not receive a prompt response to the notification of winning sent, the Runner-Up reserves the right to award the Prize to another Entrant. The Winner is required to provide personal and address details.
4. In the event that the Prize Winner cancels the Prize, the Host will not be obliged to hand over the Prize.
5. The Runner reserves the right to verify the Contest Winner's account for compliance of the Entrant's conduct with the provisions of these Rules. If he/she is disqualified by the Host, then he/she will forfeit his/her right to the Prize and the Prize will not be released and will remain the property of the Host.
6. The prize is not exchangeable for a cash equivalent or other prize in kind.
7. The winner of the Competition acknowledges that the receipt of the prize constitutes income for him/her under tax legislation and is subject to income tax.

#### **§ 6.**

##### **Complaints**

1. Complaints relating to this Competition may be sent in writing to the Operator's address: ul. Wielkopolska 280, 81-531 Gdynia, no later than 14 days from the date of the event giving rise to the complaint.
2. Complaints delivered after the deadline specified in paragraph 1 will not be considered.
3. Decisions on reported complaints are taken by the Operator.
4. The participant making the complaint shall be informed of the outcome of the complaint procedure in writing or by e-mail.

#### **§ 7.**

##### **Personal Data**

1. Participants' personal data will be processed in accordance with the rules provided for in the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2002, No. 101, item 926, as amended).
2. The Contest Administrator will be the administrator of the personal data provided by the Contest Entrants. Personal data will be processed only for purposes related to the subject matter of the Competition, i.e. for purposes related to the organisation and conduct of the Competition.
3. The provision of personal data is voluntary but necessary for participation in the Competition. Persons providing personal data have the right to request their correction and to request their deletion.
4. Participants' personal data will be deleted after the end of the Competition.

#### **§ 8.**

##### **Final provisions**

1. The Rules are the only document defining the rules of the Competition.



2. The organiser is not responsible for any technical problems not attributable to the organiser.
3. Any information about the Contest contained in any promotional and advertising materials is only of an auxiliary nature, while the scope of entitlements of the Entrants and the Organiser is governed and judged by the provisions of these Rules.
4. The Organiser reserves the right to amend the Rules if this does not adversely affect the conditions of participation in the Competition.
5. Both the Participants and the Organiser will endeavour to resolve any disputes arising under the Terms and Conditions amicably, through negotiation.
6. In no event shall the Organiser's liability to the Participant exceed the value and number of Prizes set out in these Rules. The limitation of liability referred to in the preceding sentence shall not apply if such limitation of liability is in conflict with applicable law.
7. The current version of the Rules of Procedure will be available at <https://www.wellu.eu/>.